

49788



SECOND AMENDED
COVENANTS AND RESTRICTIONS OF HIGHWAY BB-NORTH SUBDIVISION

COMES NOW, on this 15th day of April, 2011, MTL PROPERTIES, LLC, a Missouri Limited Liability Company, 17831 Madden, Missouri, 63456, Grantor and Grantee, which are currently the record owner of the following described real property, to-wit:

Highway BB-North Subdivision being located in Ralls County, Missouri, in Section Five (5), Township Fifty-Four (54), Range Seven (7) according to the recorded plat thereof, found at Plat Cabinet B, Slide 125B, of the Recorder of Deeds of Ralls County, Missouri. SUBJECT TO Restrictions and Covenants of record.

and hereby restricts the use of said real property in a manner consistent with the Covenants and Restrictions as follows:

1. No animals shall be kept, maintained or raised on said premises except house pets which shall be kept on a leash when not in an enclosure. No poultry or livestock such as horses, cattle or hogs shall be allowed within the boundaries of the subdivision. No noxious or offensive activity shall be allowed to be continued on any lot nor shall anything be done thereon which may be or become a nuisance or annoyance.
2. No part of the conveyed property shall be used or maintained as dumping grounds for rubbish, trash, garbage, or other waste. No part of the conveyed property shall be used or maintained for the dumping or storage of old cars, junk refrigerators, tractors that do not run, or other disabled and junk vehicles, equipment or boats.
3. Lots shall be used for residential or recreational uses only. All homes and other buildings, as well as fences, are to be approved in writing before construction begins by MTL PROPERTIES, L.L.C. or their designated representatives. Minimum finished area of homes must be at least 1000 square feet above the basement level, except tracts fronting on Hwy BB must have minimum finished area homes of 1,200 square feet above the basement. Recreational vehicles are allowed provided they are approved in writing by MTL PROPERTIES, L.L.C. or their designated representatives prior to placing on Lot. Each lot is allowed utility hookups for one recreational vehicle. RV's can not be used as a long term residence. No single wide type mobile homes will be allowed. No pole barns or metal buildings will be allowed as a permanent residence. No RV's can be placed on Lots fronting Hwy BB until a home or garage has been built and finished.
4. (a) No building shall be located on any lot nearer than 80 feet to the front lot line or

nearer than 80 feet to any side street line. Front Lot line and side street lines are defined as the centerline of roadway right-of-way easement or Hwy BB North right-of-way.

- (b) No building shall be located nearer than 50 feet to any interior lot line with a total side yard minimum of 100 feet. No building shall be located on any interior lot nearer than 50 feet to the rear lot line, except the building setback line adjoining Corps property shall be 10 feet.
- (c) For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- 5. Easements for installing and maintenance for utilities and drainage facilities are reserved. Overnight parking on subdivision streets of vehicles, boats, trailers or RV's is prohibited.
- 6. Use of fireworks in Highway BB-North Subdivision is prohibited. Hunting, deer stands and discharge of firearms in Highway BB-North Subdivision are prohibited.
- 7. These Covenants and Restrictions contained herein are jointly and severally for the benefit of all persons who may purchase, hold or own from time to time the above described property and surrounding property, and are to run with the land and shall be binding upon all parties and persons claiming them for a period of forty years from the date these Covenants and Restrictions are recorded, and shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed by a majority of the current owners of the real estate subject to these Covenants and Restrictions, with said instrument recorded, agreeing to change said Covenants and restrictions in whole or in part.
- 8. Invalidation of one or more of these Covenants and Restrictions by Judgment or Court order shall in no way affect any other provision set forth herein, which shall remain in force and effect and run with the land.
- 9. Enforcement of these Covenants shall be by proceeding at law or in equity against any person or persons, or corporation violating or attempting to violate any Covenant, either to restrain the violation or to recover damages.
- 10. These covenants and restrictions may be modified or amended by a vote of the owners of not less than 51% of the lots into which this subdivision may be subdivided. Only one vote per lot will be allowed.
- 11. Tracts can be further subdivided provided that no tract after subdivision may be less than Three (3) acres.
- 12. A road maintenance fee of \$100.00 per lot will be assessed annually, and shall be payable to the Road Maintenance Trustee. The initial Road Maintenance Trustee shall be Dick Lawler until such time as one-half of the tracts that the Seller has for sale on the existing private road are sold at which time a Road Maintenance Trustee shall be elected by a majority vote of property owners along said private road. A majority of the tract

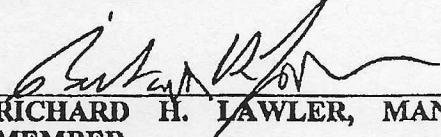
owners may agree to further delineate the provisions of this paragraph at a later time including raising the road maintenance fee if the expenses of upkeep are sufficient to justify such an increase. No road maintenance fees will be charged to Lots 1, 2, 3 & 7. Lot 1 will pay a road maintenance fee to Highway BB Subdivision Road Maintenance Trustee.

MTL PROPERTIES, L.L.C., incorporates the above Covenants and Restrictions into the legal description of the above-described real property, reciting that all future conveyance of any portion of said real property shall be subject to said Covenants and Restrictions and all successors in title shall be bound to them.

IN WITNESS WHEREOF, MTL PROPERTIES, L.L.C., has caused these presents to be signed this 15th day of April, 2011.

MTL PROPERTIES, L.L.C.

BY:

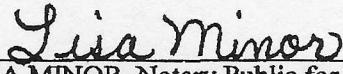

RICHARD H. LAWLER, MANAGING
MEMBER

STATE OF MISSOURI]
] ss.
COUNTY OF MARION]

On this 15th day of April, 2011, before me personally appeared RICHARD H. LAWLER, to me personally known, who being duly sworn, did say that he is the Managing Member of MTL PROPERTIES, L.L.C., a Limited Liability Company organized and existing under the laws of the State of Missouri, with its principal office in Ralls County, Missouri, and that the said instrument was signed on behalf of said Limited Liability Company by authority of its Member and the said RICHARD H. LAWLER, Managing Member of MTL PROPERTIES, L.L.C., acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

My Commission expires: 7-14-2011


LISA MINOR, Notary Public for the State of Missouri.

