

## BLUE RIBBON LANDING

### Restrictions

WHEREAS, the undersigned are the owners of property located in Ozark County, Missouri, known as \_\_\_\_\_, a first class residential subdivision as shown on the plat attached hereto.

WHEREAS, the undersigned desire to preserve the property and protect the present and future owners thereof the undersigned do hereby adopt the following restrictions which shall govern the property as follows:

1. All lots are to be residential in use. No commercial use shall be made of said lots except that of an office-type business may be conducted from a residence thereon. No commercial sign shall be erected on any lot except for a 24"x 18" For Sale Real Estate Sign. The developers and or his agents are excepted from this paragraph.
2. The 50 foot roadways shown on the plat of said property are hereby dedicated to the use of the lot owners and the undersigned may grant others use of the same. Maintenance of said roadways will be that of the land owners in equal portion per lot.
3. Public utilities shall also have the right to lay and maintain their line or lines in under or over said roadways.
4. No mobile homes, modulars or trailers shall be placed or erected on said lots.
5. No structure of a temporary character, trailer, tent, shack, garage, or other out-buildings shall be used as a residence,  
either temporarily or permanently on any tract.
6. No unsided structures.
7. No trash, rubbish, garbage, or other refuse may be thrown, dumped, or kept on any of the lots.

8. No junk cars, trucks, or vehicles that are unlicensed to operate on the highways of the State of Missouri, or are inoperable condition, shall be kept within the subdivision.
9. No hogs or swine shall be kept on or within the subdivision.
10. Large animals such as riding horses may only be kept within the subdivision on a temporary basis. (no more than 7 days with at least a 14 day absence)
11. No noxious or offensive activity shall be carried on or in the subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. Tracts are not to be subdivided.
13. The undersigned reserves for the benefit of utility companies, easements 10 feet in width along all property lines on all parcels hereinafter sold by the undersigned in the property for electric, telephone, gas and other utility purposes, and no structure or planting shall be erected or maintained within the said easements which would interfere with the exercise of said easements.
14. The facilities shall be designed in the accordance with the Missouri Clean Water Commission Regulations for the disposal of waste water in residential subdivisions, as outlined in Section III, 3.01 B, and explained in the agencies latest revision of "A Guide for the Design of Small Sewage Works" (CSC 3.012), and that the effluent shall be contained on the lot and handled in such manner that there will be no violation of the Missouri Clean Water Law and Regulations. All dwelling waste water treatment facilities and all dispersal lines and outfall points appurtenant thereto shall be located at least twenty-five (25) feet from the nearest property line.
15. Residences and dwellings erected within property shall contain no less than 1,200 sq. ft. of living area, of basement, carports, garages and open porches.

exclusive



16. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of 5 years; provided, however, that at any time a majority of the then owners of the property may by an instrument in writing agree to change said covenants in whole or in part, said instrument to be recorded in the office of the Recorder of Deeds.
17. This agreement may also be amended from time to time by developer so long as it owns (1) lot in \_\_\_\_\_.
18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
19. The amendments for utilities shall be perpetual and shall run beyond the duration of these restriction.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, hereby certifies that it is the owner of the land comprising the subdivision as shown upon this plat and mentioned in the Surveyor's Certificate hereon. And that I have caused the same to be surveyed and subdivides in the manner shown hereon. Said plat shall hereinafter be known as \_\_\_\_\_. All property in this subdivision shall be subject to the proactive covenants recorded in Book No. \_\_\_\_\_, at Page No. \_\_\_\_\_, of the land records of Ozark County, Missouri, and that the same is placed on record in compliance with the laws of the State of Missouri.

The undersigned further states that all Taxes (City and County) are paid and up to date.

IN WITNESS WHEREOF, We have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

By: \_\_\_\_\_

NOTARY'S CERTIFICATE

State of Missouri

County of Howell

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me personally appeared \_\_\_\_\_ to me personally known, who executed the foregoing instrument and acknowledged that they executed the same as their free act of deed.

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

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public