

2022DR002254

JANIS DEIMEKE, RECORDER OF DEEDS
AUDRAIN COUNTY, STATE OF MISSOURI
RECORDED ON: 09/21/2022 04:13:20 PM
FEES: 36.00
RECORDED BY: SHELBY ROUSE



TITLE OF DOCUMENT: RESTRICTIVE COVENANTS

DATE OF DOCUMENT: SEPTEMBER 20, 2022

**GRANTOR: DAN K. ERDEL, AS TRUSTEE OF THE HELEN L.
MILLER TRUST AGREEMENT DATED
MARCH 18, 2014**

GRANTEE: THE PUBLIC

**MAILING ADDRESS
of GRANTEE: N/A**

LEGAL DESCRIPTION:

All that part of the Southwest Fourth of the Southwest Quarter of Section 15,
Township 51 North, Range 10 West of the Fifth Principal Meridian, in Audrain County,
Missouri that lies north of the right-of-way of the Chicago & Alton Railroad.

This cover page is attached solely for the purpose of complying with the requirements stated in §59.310.2; 59.313.2 RSMo. 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached document. In the event of a conflict between the provisions of the attached document and the provisions of this cover page, the attached document shall prevail and control.

RESTRICTIVE COVENANTS

This Instrument, made this 20 day of September, 2022, by **DAN K. ERDEL**, as Trustee of the **HELEN L. MILLER Trust Agreement dated March 18, 2014, as amended**, being the Grantor of this Instrument (sometimes hereafter referred to as "Grantor").

WHEREAS, the **HELEN L. MILLER Trust Agreement dated March 18, 2014, as amended**, is the owner of a tract of land situated in Audrain County, State of Missouri, more particularly described as follows, to wit:

All that part of the Southwest Fourth of the Southwest Quarter of Section 15, Township 51 North, Range 10 West of the Fifth Principal Meridian, in Audrain County, Missouri that lies north of the right-of-way of the Chicago & Alton Railroad

WHEREAS, **DAN K. ERDEL** is currently the sole Trustee of the **HELEN L. MILLER Trust Agreement dated March 18, 2014, as amended**; and

WHEREAS, it is the purpose of the Grantor to preserve the existing character and quality of the neighborhood in which the real estate lies;

WHEREAS, Grantor desires that the benefits of the existing character and quality of the neighborhood shall be available to current and future neighboring land owners;

NOW, THEREFORE, in consideration of the above premises and the benefits to the undersigned, its successors and assigns, and to all others who may hereafter own the real estate or any of the surrounding real estate, do hereby declare and impose the following conditions, restrictions, and limitations on the property above described, to-wit:

1. SUBDIVISION LIMITATIONS: In the event the described real estate is subdivided, no subdivided tract shall contain less than five (5) acres.

2. USE: The described real estate shall be used solely for residential, recreational or agricultural purposes. No hogs, poultry or dogs shall be raised, bred or kept on the described real estate in a confinement building for commercial purposes, nor shall any concentrated feeding operations be operated on the property.

3. MANUFACTURED HOMES : No manufactured homes (as the term “manufactured homes” is defined in Section 700.010 RSMo) shall be permitted on the described real estate for commercial purposes.

4. TRASH, SALVAGE, AND DUMPING OPERATIONS: The described real estate shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No salvage operations may be conducted on the described real estate, nor shall it be used as a storage ground for junk, garbage, trash or other waste, or for wrecked, abandoned, unlicensed or inoperative vehicles or motorized equipment of any kind or nature whatsoever.

5. MOTORSPORT TRACKS: No vehicle, motorcycle or 4-wheeler racetracks, recreation parks, or courses shall be maintained on the described real estate, nor shall any vehicle, motorcycle or 4-wheeler races, competitions or events be conducted on the described real estate.

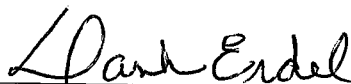
6. COVEANTS TO RUN WITH THE LAND: The herein described real estate is hereby subject to all conditions, restrictions, and limitations herein set out, directing and limiting the use and occupation of said described real estate and every part thereof, and said conditions, restrictions, and limitations shall operate as covenants running with the land into whomsoever hands it shall come and shall be enforceable by any person or persons now or hereafter owing any real estate adjacent to the described real estate. It shall be lawful for any person or persons now or hereafter owning the described real estate or any interest therein or any adjacent real estate to any proceedings at law or in equity, by injunction or otherwise, against any person or persons infringing or attempting to infringe, or omitting to perform or to keep, observe, or abide

by the provisions for the purpose of preventing them from doing so or collecting damages for such infringement or omission or both.

7. TERM: Each of the conditions, covenants, indentures and restrictions herein contained shall continue and be binding upon any person or persons now or hereafter owning the described real estate, and their successors and assigns, and upon each of them, and all persons or parties claiming under them for a period of twenty (20) years from the date these restrictive covenants are recorded in Audrain County, Missouri.

8. WAIVER: In the event of a violation of any of the restrictions or covenants contained herein, and if no owner or adjacent land owner proceeds with legal action to enforce these restrictions and covenants, such inaction shall not constitute a waiver, and these restrictions and covenants shall remain in full force and effect and be subject to enforcement at any time as desired by the owners of tracts or lots which are subject to these restrictions.

IN WITNESS WHEREOF, the said owner has hereunto set its hand, the day and year first above written.

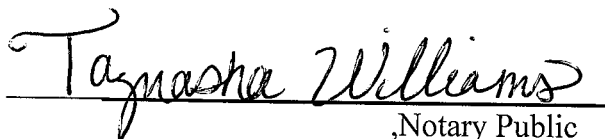


DAN K. ERDEL, as Trustee of the **HELEN L. MILLER Trust Agreement dated March 18, 2014, as amended**

STATE OF MISSOURI)
) ss.
COUNTY OF AUDRAIN)

On this 20 day of September, 2022, before me, a Notary Public in and for said County and State, personally appeared **DAN K. ERDEL**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and as duly appointed and acting Trustee under the Revocable Trust Agreement of the **HELEN L. MILLER TRUST**, dated March 18, 2014.

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



,Notary Public

My Commission Expires:

