Recorded in Boone County, Missouri
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Grantor SECHLER, DALE T TRUSTEE
Grantee SECHLER, DALE T TRUSTEE
Instrument Type COV
Recording Fee $33.00 S
No of Pages 4
Bettie Johnson, Recorder of Deeds

Title of Document: Restrictive Covenants

Date of Document: March 12, 2009

Grantors/Grantees: Dale T. Sechler, Trustee of the Dale T. Sechler Revocable Trust Agreement dated September 7, 1990 and Carol M. Sechler, Trustee of the Carol M. Sechler Revocable Trust Agreement dated September 7, 1990

Grantees' Mailing Address: 1004 Bourn Ave, Columbia, MO 65203

Legal Description:

Eighty (80) acres, the West Half (W 1/2) of the Northwest Quarter (NW 1/4), and 2-1/2 acres, the North part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), all in Section Seventeen (17), Township Fifty (50), Range Eleven (11); ALSO, Eighty (80) acres, the East Half of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Fifty (50), Range Eleven (11).

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RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of the following described real estate situated in Boone County, Missouri, herein referred to as the "Real Estate," to-wit:

> Eighty (80) acres, the West Half (W 1/2) of the Northwest Quarter (NW 1/4), and 2-1/2 acres, the North part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), all in Section Seventeen (17), Township Fifty (50), Range Eleven (11); ALSO, Eighty (80) acres, the East Half of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Fifty (50), Range Eleven (11).

WHEREAS, the undersigned desire to place the covenants and restrictions contained herein upon all of the above described Real Estate for our benefit and for the benefit of all future owners of said Real Estate; and

WHEREAS, the undersigned desire that said covenants and restrictions shall constitute covenants running with the land and the present and all future successive owners of said Real Estate shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned do hereby impose the covenants and restrictions herein set out on all of the above described Real Estate, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and our successors in title to the above described Real Estate and to our successors and assigns forever, to-wit:

USE RESTRICTIONS

1. That no residential dwelling shall be permitted on the Real Estate unless the ground floor area of the main floor structure, exclusive of open porches, patios and garages, shall contain not less than 1,250 square feet of finished living area.

2. That no residential dwelling shall be permitted on the Real Estate unless it contains an attached garage for two (2) or more automobiles.

3. That no manufactured home, mobile home, house trailer or modular home shall be located on the Real Estate regardless of whether or not the same is located on a permanent foundation.

4. That no temporary structure, basement, tent, shack, trailer, vehicle, garage, barn or outbuilding shall be used on the Real Estate at any time as a place of residence, either temporary or permanent.

5. That no partially dismantled, nonoperating, wrecked, junked or discarded vehicle or equipment of any kind shall be located on the Real Estate unless enclosed from view from the other portions of the Real Estate and from the public and private roadways providing access to the Real Estate.

6. That no commercial feed lot shall be operated on the Real Estate.

7. That no commercial dog kennel shall be permitted on the Real Estate and no commercial business shall be conducted on the Real Estate.

8. That no communication tower shall be located on any part of the Real Estate.

9. That no commercial hog operation shall be kept, maintained or located on any part of the Real Estate.

10. That no part of the Real Estate shall be used as a dumping ground and no rubbish, trash or garbage shall be kept on any part of the Real Estate except in sanitary containers. All containers or other equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition.

11. That no sewage disposal system of any kind shall be permitted on the Real Estate unless the same complies with all rules, regulations, ordinances and laws applicable to the same.

12. That no illegal, noxious or offensive activity shall be carried on upon the Real Estate, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

13. That no part of the Real Estate shall be used to generate, manufacture, transport, treat, store, dispose of or transfer any hazardous substance or other dangerous or toxic substance or solid waste.

MODIFICATION

14. These covenants and restrictions and the provisions contained herein may at any time hereafter be amended, modified or abrogated upon the written consent of the owners of seventy-five percent (75%) or more of the acreage located within the boundaries of the Real Estate.

ENFORCEMENT

15. The undersigned and/or the owner of any part of the Real Estate may enforce the provisions of this document and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of the provisions of this document, either to

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restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and in any said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses, including a reasonable attorney fee.

MISCELLANEOUS

16. Invalidation of any one of the provisions of this document by judgment or court's decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto executed this document this 12th day of March, 2009.

OWNERS:

Dale T. Sechler

DALE T. SECHLER, Trustee of the Dale T. Sechler Revocable Trust Agreement dated September 7, 1990

Carol M. Sechler

CAROL M. SECHLER, Trustee of the Carol M. Sechler Revocable Trust Agreement dated September 7, 1990

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

MAUREEN A DALTON
Notary Public - State of Missouri
Commissioned for Boone County
My Commission Expires October 07, 2010
Commission Number 06524787

On this 12th day of March, 2009, before me personally appeared DALE T. SECHLER, Trustee of the Dale T. Sechler Revocable Trust Agreement dated September 7, 1990 and CAROL M. SECHLER, Trustee of the Carol M. Sechler Revocable Trust Agreement dated September 7, 1990, known to me 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 as said Trustees.

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

Notary Public MAUREEN A. DALTON

My commission expires:

MAUREEN A DALTON
Notary Public - State of Missouri
Commissioned for Boone County
My Commission Expires: October 07, 2010
Commission Number 06524787