

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, Andante River Trust is the record owner of the following described real estate lying, being and situated in the County of Cape Girardeau, State of Missouri, to-wit:

{LEGAL for Tracts 1, 2 and 4 of Boundary Survey}

and;

WHEREAS, Andante River Trust, as the owner of the above-described lands, has caused the same to be divided into residential lots.

WHEREAS, it is the intent and desire of the owner of said property to sell the property described above and to impose upon said property and each individual lot, mutual, beneficial restrictions under a general plan and/or scheme of improvement for the benefit of all of the lands and the future owners of those lands;

NOW, THEREFORE, the undersigned owner of said lands hereby declares that all of the property described above is held and shall be owned, held, conveyed, used, occupied and improved subject to the following limitations, conditions, restrictions and covenants, all of which are declared for the improvement and sale of the lands and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof:

1. These restrictions and protective covenants shall run with and be binding upon the lands, lots, tracts and parcels herein described and as described for Tracts 1, 2 and 4-and shall inure to the benefit of the owners of those lots.
2. No lot may be re-divided.

3. No products or services may be manufactured, held or offered for sale within the bounds of the lots nor shall there be any commercial activity conducted from within the platted lot.

4. No apartment buildings, condominiums, duplexes or other multi-family residences shall be permitted on any lot. No manufactured home, mobile home or modular home shall be placed on any lot at any time for any purpose.

5. All dwellings constructed shall be single family residences of “stick construction” which, for purposes of these restrictions and protective covenants, shall mean that the dwelling is constructed on site using standard lumber and construction materials, meeting the following minimum square footage requirements: the ground floor area of the main structure exclusive of one story open porches and enclosed garages, shall be not less than 2000 square feet for a one story dwelling, nor less than 2,400 square feet at street level for a dwelling of more than one story. No basement homes or earth-berm homes shall be permitted. All homes and outbuildings shall be built to pass standard building codes of Cape Girardeau County. When construction begins on a residence, it must be completed within one year.

6. All outbuildings placed upon the property shall be constructed of the same materials or materials similar to those materials used in the construction of the primary residence, or of metal/steel construction built on site by a reputable contractor. No structure constructed upon any lot may be placed on any lot nearer than 100 feet to the front lot line or nearer than 100 feet to the side and rear lot lines. No shacks, trailers or flatbeds may be used for storage, with the exception during home construction.

7. No structure of a temporary character, such as a mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding may be used on any lot at any time as a residence either temporarily or permanently.

8. Unless and until such time as a public water supply is available to the lots, and/or upon home construction, each lot shall be serviced with its own individual water well, located, constructed and

equipped in accordance with the requirements, standards and recommendations of the Department of Natural Resources of the State of Missouri, and/or any other Federal or State regulatory agency responsible for the regulation, management and approval of water wells. No shared water wells shall be permitted.

9. All utilities servicing the property shall be underground.

10. Unless and until such time as public sewage disposal is available to service the lots, and/or upon home construction, each lot shall have installed, by a licensed, reputable contractor, an individual septic system designed, located and constructed in accordance with the requirements, standards and recommendations of the Department of Natural Resources of the State of Missouri and/or such other Federal and State regulatory agencies as may be responsible for overseeing the management, control and approval of such individual sewage disposal systems. No lateral line or drain field of any septic system installed in any lot shall fall within 100 feet of the property line for the lot upon which such septic system is installed, nor within a 150 foot radius of the water well located on the lot.

11. All dwellings located on the lots shall be owner occupied. No dwelling constructed upon any lot may be rented or leased on either a short or long-term basis nor shall any dwelling be offered for occupancy for a fee by the property owner acting independently or through services such as VRBO or Air BNB.

12. No fence shall be placed on a lot unless of post and rail design made of wood, wood composite or other appropriate composite materials or metal.

13. Above ground pools must have custom decking with underpinning; must be located behind the rear line of the home; and shall be properly fenced, covered or other appropriate measures taken to adequately enclose and secure the pool area. Pool fencing need not necessarily be of post and rail design of the type and kind described in paragraph 12.

14. Each owner shall, at the owner's sole cost and expense, maintain and repair the owner's

residence and outbuildings, if any, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

15. No animals, livestock or poultry of any type or kind, including but not limited to cattle, horses, hogs, pigs, rabbits, reptiles and exotic animals may be raised, bred or kept on any lot except indoor pets limited to dogs and domestic cats. No outside animals, fowl or reptiles of any type or kind shall be permitted.

16. No lot may be used or maintained as a dumping ground for rubbish or other material. Trash, garbage and other waste shall not be kept on any lot except in sanitary containers for weekly or bi-weekly pick-up.

17. No unlicensed, junk or disabled vehicle shall be kept upon any lot unless placed within an enclosed garage. No camper, motor home, boat, aircraft or recreational vehicle shall be kept on any lot unless kept within an enclosed garage, ~~or~~ outbuilding or on a concrete slab with a permanent cover (no tarps).

18. There shall be no hunting permitted on any lot nor any discharge of firearms, bows or other projectile weapons.

19. No permanent sign of any kind may be displayed for public view on any lot except one professional sign of not more than 10 square feet.

20. All property around the dwelling, outbuildings and permanent covers shall be mowed, trimmed and maintained to appear attractive and pleasing.

21. These restrictions and protective covenants shall run with and bind the lots and shall inure to the benefit of and be enforceable by the original owner, Andante River Trust, or the owners of any property subject to these restrictions and protective covenants, their respective legal representatives, heirs successors and assigns for a term of twenty-five (25) years from the date this declaration is recorded with

the sale of the first lot sold, after which time said restrictions and protective covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners has been recorded, agreeing to change or terminate said restrictions and protective covenants in whole or in part.

22. Violation or breach of any condition, covenant or restriction herein contained shall give Adante River Trust Trustees and/or lot owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them and the expense of such litigation, including reasonable attorney fees, shall be borne by the offending owner or owners, provided that such proceeding results in a finding that such owner or owners were in violation of these restrictions and protective covenants.

23. Any changes, terminations, or procedure at law shall take place in Cape Girardeau County.

24. Invalidation of any one or more of these restrictions and protective covenants by judgment or court order shall in no way affect any other restrictions or covenants herein made, which shall remain in full force and effect.

25. These restrictions and protective covenants shall become effective upon recording of the same in the Office of the Recorder of Deeds for Cape Girardeau County, Missouri

IN WITNESS WHEREOF, the undersigned has caused the foregoing restrictions and protective covenants to be executed this _____ day of _____, 2025.

ANDANTE RIVER TRUST

By: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On this _____ day of _____, 2025, before me personally appeared.....

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2025.

Notary Public
State of Missouri
County of _____
My Term Expires: _____