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PROTECTIVE COVENANTS AFFECTING
TIMBERLANE ACRES
A SUBDIVISION IN
DADE COUNTY, MISSOURI

John T. and Margaret B. Von Engeln, being the owner of the land platted as TIMBERLANE ACRES, a subdivision in Dade County, Missouri, and having caused said land to be subdivided in accordance with the plat thereof, which plat is filed on record in the Office of the Recorder of Deeds, Dade County, Missouri, in Book ^{Plat -} 2, page 34, does hereby declare that the following protective covenants shall apply to all of the lots in said TIMBERLANE ACRES, all of said protective covenants being made jointly and severally for the benefit of and shall be binding upon the present title holder to said lands as well as all other persons, firms or corporations who may from time to time own, hold, lease, rent or purchase said lands, or any part thereof, and their respective heirs, assigns, and successors, said protective covenants to operate as such running with said lands into whosoever hand they or any part of them shall come, and the same are hereby made and declared to be easements and cross easements in fee and annexed to said lands, and this shall be so even if said protective covenants are omitted from any deed or instrument of conveyance of said lands, or any part thereof. Said protective covenants shall be construed independently and in the event that any of them shall be declared void and for any reason unenforceable, the validity and bind effect of any other said protective covenants shall be not thereby impaired, said protective covenants shall not be so construed that the waiver or failure to enforce any breach of any protective covenant shall be considered as waiving the necessity for the observance of or the right of enforcement of any subsequent breach of the same. Said protective covenants

shall be enforceable by injunction, mandamus or other proceeding at law or in equity against any present or future party or parties infringing, violating, attempting to infringe or violate, or omitting to abide by said protective covenants and in addition thereto any present or future owner or owners, occupants or occupant of said lands, or any part thereof, may recover damages for the breach, infringement, or violation of any such protective covenants:

1. No lot shall be used except for residential purposes. Not more than one dwelling house shall be constructed on any 3 acre minimum tract and each dwelling house shall be designed for and used as the residence of only one family, provided that the necessary garages and other appurtenances (but no outside toilets shall be permitted) may be constructed to be used in connection with said dwelling house, including septic systems approved by the Missouri Clean Water Commission.
2. On no lot shall there be erected a residence or dwelling containing less than the minimum of nine hundred (900) square feet of ground floor area.
3. No old house or other building shall be moved and placed upon any lot.
4. No unused automobiles or vehicles of any kind may be stored or parked on any lot for more than 60 days.
5. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently. Excluded are existing buildings on Lot No. 1.
6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

7. Not more than one domestic animal may be kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. No sign of any kind shall be displayed to the public view on any lot except: (a) one professional sign of not more than one (1) square foot in area, (b) one sign of not more than five (5) square feet in area advertising the property for sale or rent, (c) signs used by a developer to advertise the property during the construction and sale.

9. All trash and garbage shall be kept in containers appropriate for their content and such containers shall be screened from view from the street.

10. All lots shall be maintained by the lot owners in a manner in keeping with the residential nature of the subdivision. In the event any lot owner fails to maintain his lot in a manner in keeping with the neighborhood, the owners of any three (3) lots in the subdivision may give notice in writing by mail to the lot owner, and if the owner does not correct the condition within fifteen (15) days thereafter, the persons giving such notice may order the needed maintenance done, and assess the cost thereof against the lot owner.

11. All single family dwelling waste treatment facilities be installed in accordance with the Missouri Clean Water Commission's latest revised "Guide for the Design of Small Sewage Works".

12. All single family dwelling wastewater treatment facilities, all disposal lines, and outfall points appurtenant thereto shall be located at least twenty-five feet from the nearest property line.

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13. The Missouri Clean Water Commission or its successor agency may take the necessary action to enforce the restrictive covenants.

14. At such time as sewage disposal facilities shall become available to the lots in the subdivision, the use of single family wastewater treatment devices shall be discontinued and the dwelling(s) shall be connected to the facilities in accordance with Section 2.05 of the Missouri Clean Water Commission's "Regulations for The Disposal of Wastewater in Subdivision", CWC R-9.

15. Excluded from this conveyance and reserved to seller are all rights to minerals. The term minerals shall include, but is not limited to Hydrocarbons, oil and gas, uranium, coal, and any metal deposits in place.

16. These restrictions and covenants are to run with the land and shall be binding on all parties executing these covenants and all persons claiming under them for a period of twenty-five (25) years from the date these protective covenants are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots covered by these protective covenants has been recorded, agreeing to change these protective covenants in whole or in part, in which event, the changes agreed to shall become effective upon recording.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this 2 day of June, 1976.

John T. Von Engel
John T. Von Engel

Margaret B. Von Engel
Margaret B. Von Engel

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STATE OF MISSOURI)
COUNTY OF DADE) ss.

On this 2 day of June, 1976, before me personally appeared John T. Von Engeln and Margaret R. Von Engeln, his wife, to me known 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.

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

Robert W. Hughes
Robert W. Hughes, Notary Public

My Commission expires August 23, 1978.

Robert W. Hughes
I HEREBY CERTIFY THAT THE
FOREGOING INSTRUMENT OR WRITING, WITH THE CERTIFICATE
HEREON, WAS ON THE 2 DAY OF June,
1976, AT 10 O'CLOCK AM IN MY OFFICE
AND FOR RECORD IN THIS OFFICE AND IS FULLY RECORDED
IN BOOK 255 AT PAGE 590-594
IN WITNESS WHEREOF, I HAVE HERE-
UNTO SET MY HAND AND AFFIXED MY OFFI-
CIAL SEAL, Greenfield, Missouri
THIS 2 DAY OF June, 1976
Robert W. Hughes
Mary A. Evans Deputy

1150

Agree to change item MO. 7 in the Restrictions for Timberlane acres
A subdivision in Dade County Mo. to read "Two" 2 domestic animals
such as a pair of horses, cow and calf etc. instead of one domestic
animal.

James S. Kabyff Jean O. Walbyff
Edward E. Kabyff Joyce M. Hensley
Ray Hupphine - Jessie Hupphine
Mary K. Karty

John F. Van Engelen owner

Subscribed and sworn to before me this 25th day of September, 1979

Notary Public Jack O. Russell

My commission expires November 6, 1981

COUNTY OF Wayne 10-11-68
Robert W. Hughes
 JUDGE OF SAID COUNTY DO HEREBY CERTIFY THAT:
 CERTAIN INSTRUMENT IN AND TO THE SAID COUNTY
 OF DATE 1968 IN THE 27 DAY OF September
1968 BY James W. Hughes OF THE COUNTY OF
Wayne STATE OF Michigan BEING
 FILED FOR RECORD IN THE 2006 REGISTRY OF DEEDS
 BOOK 2006 PAGE 376
 WHEREIN SAID JAMES W. HUGHES HAS HERETO
 DEAL IN THE
 TITLE OF James W. Hughes DAY OF October
1968 A.D. IN THE
Robert W. Hughes

✓ file in Plant Book 2 Page 34

FLOWAGE EASEMENT

IN WITNESS WHEREOF, made this 28th day of February, A.D., 1966, between John T. VonEngeln and Margaret B. VonEngeln,
County of Jackson, State of Missouri, for themselves, their heirs, executors, administrators, successors,
(hereinafter referred to as the Grantors), and the United States of America, Washington, D. C., and
(hereinafter referred to as the Government).

WITNESSETH: That the Grantors for and in consideration of the sum of

ONE AND NO/100 DOLLARS (\$1.00),

and sufficiency of which are hereby acknowledged, hereby grant, bargain and sell, convey and confirm
to the Government a perpetual flowage easement and rights in connection with the Stockton Dam and Reservoir
in Cedar, Dade, and Polk Counties, State of Missouri, which easement and rights are in, on, across, and
the following-described tract of land:

All that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 32 North, Range 26 West of the Fifth Principal
Meridian, Dade County, Missouri, lying below elevation 895 (m.s.l.), containing 1.38 acres of land,
more or less.

which said easement consists of the perpetual right, power, privilege, and easement occasionally to overflow,
and submerge the above-described tract in connection with the operation and maintenance of the Stockton Dam
Reservoir Project as authorized by the Act of Congress approved 3 September 1954 (public Law 780-83rd Congress),
with all right, title, and interest in and to the Structures and improvements now situate on the land;
and that no structures for human habitation shall be constructed or maintained on the land, and provided
that no other structures shall be constructed or maintained on the land except as may be approved in writing
by the representative of the United States in charge of the project; reserving, however, to the landowners, their
heirs, and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging
the rights and easement hereby acquired, the above estate is taken subject to existing easements for public roads,
highways, public utilities, railroads, and pipelines.

For the consideration recited above, the Grantors agree to abide by the following covenant which shall run
with the land:

Page 1 of 2 Pages.
Stockton Reservoir
Tract No 916E

That the payment by the Government of the consideration recited above shall constitute full fair value and
full compensation to the Grantors for the easement and rights granted herein, whether such easement and rights
shall be exercised by the Government or by any of its grantees, and the Grantors expressly release and relinquish
all claims against any of the aforementioned for further or future payment of consideration for the aforesaid
easement and rights granted herein.

TO HAVE AND TO HOLD the above-described flowage easement and rights unto the Government in perpetuity.

The Grantors covenant and agree to pay all taxes and assessments on the above-described property promptly
due and to warrant and defend the title to said easement and rights against the lawful claims of all persons,
and moreover, for the full term of this easement and rights.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on the day and year first above
written.

John T. VonEngeln (SEAL)
JOHN T. VONENGELN
Margaret B. VonEngeln (SEAL)
MARGARET B. VONENGELN

STATE OF MISSOURI)
COUNTY OF DADE) ss.

On this 28 day of February, A.D., 1966, before me, _____, a Notary Public, personally
appeared John T. VonEngeln and Margaret B. VonEngeln, his wife, to me known to be the persons described

and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Stockton, Mo.,
the day and year last above written.

(SEAL) My commission expires: My Commission Expires July 1, 1967. Howard R. Mason Notary Public
Page 2 of 2 Pages.

The foregoing instrument was filed for record in this office on the 2 day of March, A.D. 1966, at
10 o'clock 0 minutes A. M.

Mary K. Evans

Deputy

Robert W. Hughes

Recorder

which is hereby acknowledged, and other considerations.

guy wires, across.....DUE.....land described as follows.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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203 32 11 22 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60 62 64 66 68 70 72 74 76 78 80 82 84 86 88 90 92 94 96 98 100

.....

DATE..... 1980.

Entrance of _____ feet on _____ side of said lines, so as to prevent interference with or damage thereto, and to

1997 and 1998, 10 years after their 10th birthdays and operated.

Married

Wife

By C. J. Shepherd

Supt. Dist.

signed paid by....., and the execution of the attached grant of

of trust dated....., and recorded in the office of the Recorder of Deeds for.....

And grant of right of way (which grant is referred to and made a part hereof) hereby grant to.....

be prior and paramount to all rights under said mortgage or deed of trust and that any sale under foreclosure or same shall be subject to

SS.

me personally appeared Norman Shaw and Gladys Shaw husband and wife

(seal)

Notary Public.

\$5.

who personally appeared _____

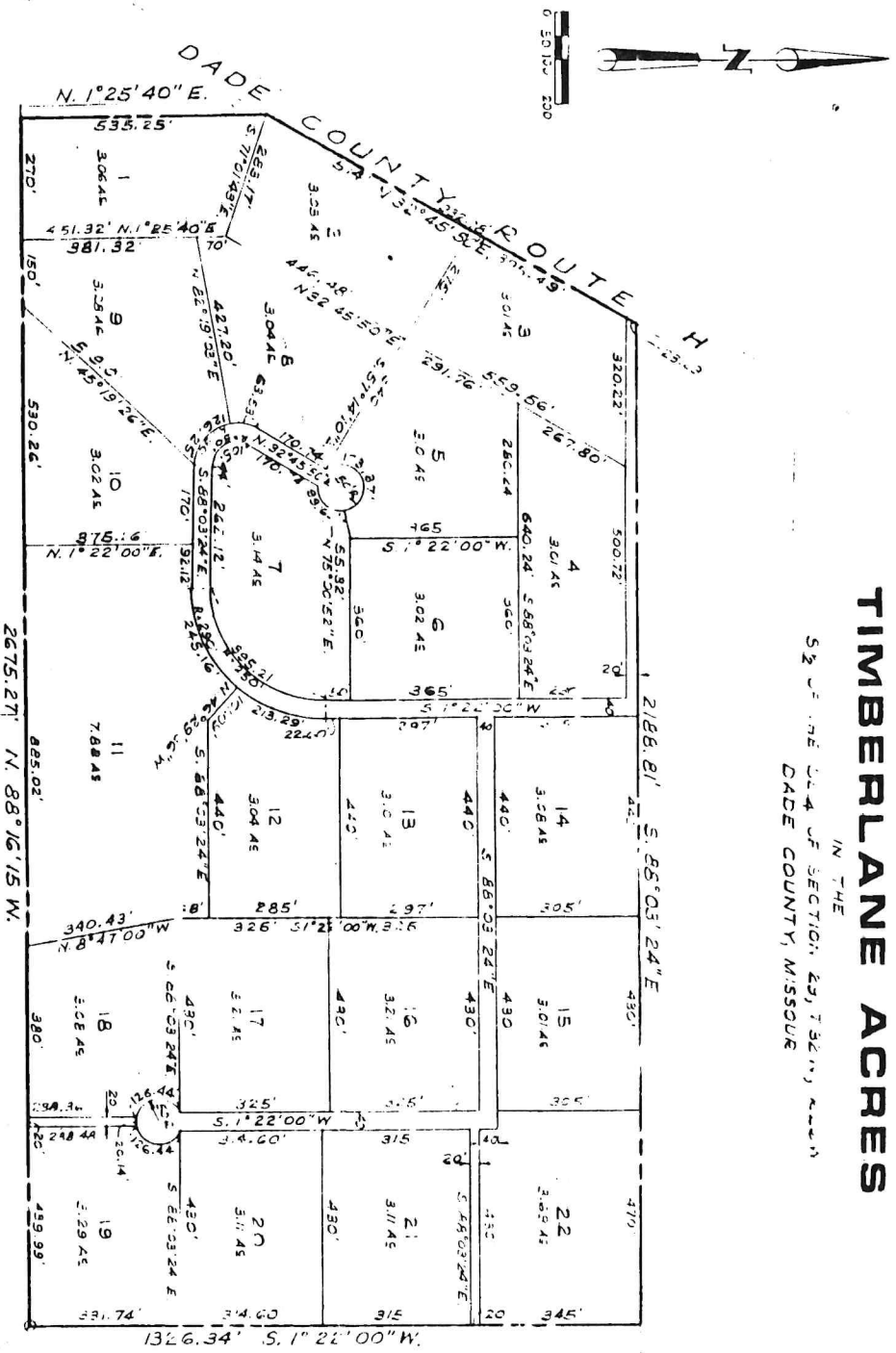
My term expires 19

o'clock. 28 minutes. 1 M.

By Chas. Curtis Deputy O. R. Killingsworth Recorder

PLAT OF TIMBERLANE ACRES

IN THE
S.E. 1/4 OF SECTION 29, T. 26 N., R. 26 W.,
DADE COUNTY, MISSOURI



LEGAL DESCRIPTION:
That part of the S.E. 1/4 of
the S.E. 1/4 of Section 29,
T. 26 N., R. 26 W., Dade
County, Missouri, that
lies east of County
Route H.

The roads shown on this
plat and not heretofore
dedicated to public use
as thoroughfares are
hereby so dedicated.

S.E. Corner Sect 29,
T. 26 N., R. 26 W.

U. S. GOVERNMENT

State of Missouri) ss
County of Jackson)

I hereby certify the details
of this plat to be correct
this 29 day of January, 1976
James J. Stubby
Registered Engineer



On this 2 day of June, 1976, before me
personally appeared John T. VonEngeln and
Margaret B. VonEngeln, husband and wife, to
me known to be the persons described in and
who executed the foregoing instrument and
acknowledged that they executed same of
their own free act and deed.
In witness whereof I have here-
unto set my hand and affixed my
seal the day and year last written above.
Robert W. Hughes Notary Public
My commission expires August 23, 1978

The undersigned proprietors of the
accompanying described tract of land
have caused the same to be subdivided
in the manner shown on the accompa-
nying plat, said plat shall hereafter be
known as "TIMBERLANE ACRES."
John T. VonEngeln *Margaret B. VonEngeln*
John T. VonEngeln *Margaret B. VonEngeln*