

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Lakeshore Estates, Inc., a Missouri corporation, is the owner of the following-described real estate:

A part of the East Half (E½) of the Southeast Quarter (SE¼) of Section (16) Township 48N, Range 13W, more particularly described as follows: Starting at the E¼ Corner of Said Sec. 16 - 48 - 13 as described in a survey recorded in Book 289, Page 89 of the Boone County Records; thence South, 250 feet to an iron (1), the point of beginning of this survey; thence N 85° 00' E, 350 feet to an iron (2); thence North 250.1 ft. to an iron (3); thence N 84° 35' W, 958.7 feet, set an iron (4); thence S 0° 13' W, 1529.3 ft., set an iron (5); thence S 86° 30' E, 489.2 ft. to an iron (6), the SW corner of a tract of land described in Book 330, Page 61 of the Boone County Records; thence North, 800 ft. to an iron (7); thence S 86° 30' E, 820 feet to a point (8); thence North 438.5 ft. to an iron (1), the point of beginning and containing 28.14 acres, more or less, as shown in a survey made by Darrell E. Adams on April 3, 1964 and recorded in Book 335 at Page 351 of the records of Boone County, Missouri.

which said real estate has been sub-divided into lots and platted as "Colonial Gardens" and the plat of said subdivision is recorded in Book 7 at page 73 of the records of the Recorder of Deeds of Boone County, Missouri.

WITNESSETH:

WHEREAS, said party is desirous of placing certain restrictions upon said lots for its benefit and the benefit of subsequent holders of title of said lots;

NOW, THEREFORE, the said party hereto imposes the restrictions hereinafter set out upon all of said lots in said Colonial Gardens subdivision, which said restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances and said restrictions shall be binding upon its successors in title and upon their heirs and assigns forever.

1. Lots 1-57, both inclusive, shall be used only for residential purposes.
2. Lots 58 and 59 shall be used for residential purposes, or any purpose, business or occupation permitted under the classification of District C-1 Intermediate Business District as set forth in the Zoning Ordinances of Columbia, Missouri, as said ordinances are in effect on the date of these restrictions.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main floor structure, exclusive of open

porches, patios, and garages, shall not be less than one thousand (1,000) square feet and no two-story dwelling shall be permitted unless the ground floor area of the main floor structure, exclusive of open porches, patios, and garages shall not be less than eight hundred (800) square feet, and said two-story structure shall have a total of not less than fifteen hundred (1500) square feet on the first and second story.

4. No building shall be located nearer to an interior lot line than a distance of not less than ten percent (10%) of the width of said lot.

5. No building or other structure shall be located closer than twenty-five (25) feet to the front lot line.

6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

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

9. No animals, livestock or poultry of any kind shall be raised, bred, or 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 purposes.

10. No lot shall be used or maintained as dumping ground and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clear and sanitary condition.

11. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of city, state and public health authorities.

12. Any of the foregoing agreements or covenants may be abrogated or modified upon the written consent of the owners of two-thirds (2/3) of the lots in said subdivision.

13. These agreements are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said agreements shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two-thirds (2/3) of the owners of the lots has been recorded agreeing to change said agreements in whole or in part.

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Lakeshore Estates, Inc., a corporation of Columbia, Missouri, has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be hereby affixed this 4<sup>th</sup> day of ~~July~~<sup>January</sup> 196~~4~~<sup>5</sup>.

LAKESHORE ESTATES, INC., a corporation

By: Charles E. Rice  
Charles E. Rice, President

ATTEST:

Francis M. Daugherty  
Francis M. Daugherty, Secretary

STATE OF MISSOURI )  
COUNTY OF BOONE ) SS

On this 4<sup>th</sup> day of ~~July~~<sup>January</sup>, 196~~4~~<sup>5</sup>, before me appeared CHARLES E. RICE, to me personally known, who, being by me duly sworn, did say that he is the President of Lakeshore Estates, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires Oct. 17, 1967

Katherine Mulstaller  
Notary Public

*[Faint, mostly illegible text from the main body of the document, possibly a deed or contract.]*

INDEXED

Filed at 9 o'clock 08 Min. A.M.  
 Recorded in Book No. 343 Page 175  
 State of Missouri  
 Swaine JAN 3 1965  
 County of Boone  
 Athole Betty Saunders  
 Recorder of Deeds  
*Barbara Sanders*

STATE OF MISSOURI }  
 County of Boone } ss. IN THE RECORDER'S OFFICE  
 I, Recorder of said county, do hereby certify that the within instrument of writing was, at 9 o'clock 08  
 minutes A.M. on the 8th day of January A.D. 1965, duly filed for record  
 in this office, and has been recorded in Book 343 Page 175

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

(SEAL)



*Betty Saunders*  
 Recorder  
*by Nevin Roberts, Deputy*