

PROTECTIVE COVENANTS  
OF  
LAKEVIEW SOUTH

Unofficial Document.

KNOW ALL MEN BY THESE PRESENTS:

That Edward Estil Nichols and Mary Jo Nichols, husband and wife, are the owners of the following described real estate:

A subdivision of part of the NW 1/4 of Section 22, T48N, R13W, more particularly described by plat 2 thereof recorded at Plat Book 11, Page 34 of the Boone County records, which said real estate has been divided into lots and platted as Lakeview South.

WITNESSETH:

WHEREAS, said parties are desirous of placing certain restrictions upon said lots for their benefit and the benefit of subsequent holders of title to said lots;

NOW, THEREFORE, the said parties hereto impose the restrictions hereinafter set out on all of said lots in said Lakeview South, 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 their successors in title and upon their heirs and assigns forever.

1. The lots in said subdivision shall be used only for residential purposes.
2. No 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 one thousand four hundred (1400) square feet for a ranch-style one story home; 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 one thousand one hundred fifty (1,150) square feet and said two story structure shall have a total of not less than seven hundred fifty (750) square feet on the second story and no tri-level or four-level house shall have less than one thousand one hundred (1,100) square

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feet on two finished levels. All homes must have an attached two-car garage.

No building or other structure shall be located closer to the front lot line than the building line shown on the plat of Lakeview South. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building; open car-ports shall be considered as part of the building whether attached or detached; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Set-back on side lot lines shall be as required by ordinances and regulations of the City of Columbia.

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

4. 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.

5. 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.

6. 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.

7. 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.

8. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed

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in accordance with the requirements, standards and recommendations of city, state and public health authorities.

9. No large trucks or trailers will be permitted to be parked on streets or in front of the homes.

10. All homes shall have electric lamps in the front yard, and the same shall be located fifteen (15) feet from the curb and nine (9) feet from the driveway; and in case the driveway enters into the back or side of the dwelling, the lamp must be placed as designated by the Architectural Control Committee. The lamp style is to be: Light #7543, black in color, clear seeded glass on a 307-320-50 NPF, black in color, Adjust-A-Post.

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

12. Any purchaser of a lot within this subdivision shall install sidewalks in accordance with the ordinances of the City of Columbia.

13. A builder of a house shall submit plans and specifications to the Architectural Control Committee showing elevations, floor plans, dimensions and other necessary data so that the Architectural Control Committee can determine if said house is compatible with other houses or buildings located in the subdivision. The Architectural Control Committee's approval or disapproval as required in this agreement shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within ten (10) days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required.

14. The Architectural Control Committee shall be composed of two (2) persons, and the first Architectural Control Committee shall be: Edward Estil Nichols and Mary Jo Nichols. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee,

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the remaining member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee.

15. 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.

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

IN WITNESS WHEREOF, Edward Estil Nichols and Mary Jo Nichols have hereunto set their hands this 24th day of Oct, 1973.

Edward Estil Nichols  
Edward Estil Nichols

Mary Jo Nichols  
Mary Jo Nichols

STATE OF MISSOURI )  
                          ) SS  
COUNTY OF BOONE

On this 24th day of Oct, 1973, before me personally appeared Edward Estil Nichols and Mary Jo Nichols, husband and wife, to me known to be the persons described in and who executed the foregoing Protective Covenants of Lakeview South 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 Columbia, the day and year first above written.

My commission expires: 9/3/74

Marie D. Obermiller  
Notary Public  
Marie D. Obermiller

State of Missouri )  
County of Boone ) Sec

I, Nora Dietzel, undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 25 day of October, A.D. 1973 at 4 o'clock and 25 minutes P.M. and is truly recorded in Book 414 page 135.

Witness my hand and official seal on the day and year aforesaid

Nora Dietzel, Recorder of Deeds

By Nora Dietzel Deputy