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STATE OF MISSOURI  
COUNTY OF CASS  
CERTIFIED INSTRUMENT RECORDED



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SANDRA GREGORY, RECORDER

DEPUTY

Recording Fee: \$ 32.<sup>00</sup>

(Space above reserved for Recorder of Deeds certification)

Title of Document: COVENANTS & RESTRICTIONS

Date of Document: JANUARY 27<sup>th</sup> 2003

Grantor(s): COLONY ESTATES

Grantee(s):

Mailing Address:

Reference Book and Page: Plat 17 Page 103

Legal Description: lots 1 thru 41, except lot 17  
Colony Estates, a subdivision  
in East Lynne, Cass County, Missouri

(If there is not sufficient space on this page for the information required, state the page reference where it is contained in the document)

Mike Medsker, Recorder of Deeds

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Colony Homes, LLC  
To: Colony Estates, a Subdivision of land  
in East Lynne, Cass County, Missouri.

## DECLARATION OF RESTRICTIONS

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Filed: \_\_\_\_\_  
Book: \_\_\_\_\_, Page \_\_\_\_\_  
Recorder's Office  
Cass County, Missouri

### ***PROTECTIVE COVENANTS AND RESTRICTIONS OF SUBDIVISION - COLONY ESTATES***

Colony Homes, LLC. Allen Barnard and Jim Minshall, a partnership, the owners and proprietors of the hereinafter described real estate platted as Colony Estates, a subdivision of land in East Lynne, Cass County, Missouri, hereby adopt the following protective covenants and restrictions which shall be binding upon all parties and persons claiming under them and who may acquire any interest in said covenant with the undersigned proprietors of said subdivision for a period of twenty-five (25) years, unless and instrument signed and acknowledged by a majority of the then owners of lots in said subdivision shall be recorded, agreeing to change said protective covenants and restrictions in whole or in part.

Said Colony Estates is a subdivision of the following land situated in East Lynne, Cass County, Missouri, to wit:

LOTS ONE (1) THRU FORTY-ONE (41) - EXCEPT FOR  
LOT 17.

1. No lots or tracts of land that are a part of the land herein described shall be used except for residential purposes, except that outbuildings may be erected; but said outbuildings shall conform to the structure of the dwellings on said tract and shall not be less than twenty-five (25) feet from the front, seven and one-half (7 ½) from side and rear property lines. The setback from the property line of any lot for the erection of a dwelling shall not be less than twenty-five (25) feet from the front, seven and one-half (7 ½) feet from side and rear property lines. No dwelling may be erected upon land herein described with less than 1,150 square feet on the ground floor of one (1) story dwellings and 800 square feet on the ground floor of two (2) story dwellings, with a minimum total square footage of 1,500 square feet. No trailer, manufactured home, double-wide trailer, basement, tent or garage erected on any land herein described shall be any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Any utility buildings can not contain more than 150 square feet and must be constructed of the same materials and color as existing primary residence.
2. No building shall be constructed with an exterior covering of asphalt paper or any material not recognized as a substantial permanent type of construction. All wood

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exteriors, except wood roofs, shall be covered with not less than two (2) coats of good paint or stain. No building shall be permitted to stand with the exterior in an unfinished condition for longer than four (4) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in damage condition longer than three (3) months.

3. No business structure shall be erected on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. Exception, Lot 17, zoned as Commercial.
4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Total of two (2) dogs, cats or household pets may be kept, provided the same are not kept, bred or maintained for commercial purposes. All pets shall be confined to the lot of the owner and shall not be permitted to run at large.
5. No motor vehicles, machinery or other equipment not in operative condition and properly licensed by governmental authority shall be parked, kept or stored on the roads, driveways or yards around any of the buildings within said area, and all motor vehicles must be parked only in the driveways of said property, or on adjacent roads.
6. No rubbish, garbage or trash may be stored outside except in enclosed containers.
7. The construction or maintenance of signs, billboards or advertising structures of any kind on any lot is prohibited except the following: One (1) sign or billboard advertising the rental or sale of property, provided it does not exceed six (6) square feet in size; One (1) professional sign of not more than one (1) square foot.
8. All lot owners agree to maintain their property so as not to allow weeds or high grass, whether improved with a residence or not.
9. The restrictions herein set forth shall run with the land and shall bind the present owners, their heirs and assigns, and any parties claiming by, through or under them shall be taken to hold, conform, and observe restrictions as to the use of said property and the construction of improvements thereon. The present owners, their heirs and assigns and the owner or owners of any tract located within the above described real estate hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to any ordinary legal

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action for damages, and the failure of the owners, their heirs and assigns, or the owner or owners of any tract located in the above described real estate to enforce any of the restrictions herein set forth at the time of this violation shall in no event be deemed to be a waiver of the right to do so thereafter.

10. Invalidation of any one (1) of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said OWNERS/DEVELOPERS have hereunto set their hands this 27<sup>th</sup> Day of JANUARY, 2003.

Allen Barnard *Allen Barnard* Jim Minshall *Jim Minshall*  
*ALLEN BARNARD* *JIM MINSHALL*

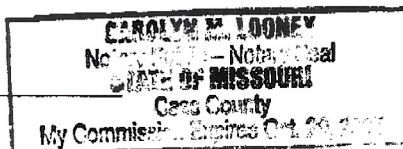
STATE OF MISSOURI

COUNTY OF CASS

On this 27<sup>th</sup> Day of JANUARY, 2003 before me the undersigned ALLEN BARNARD and JIM MINSHALL to me known to be the persons described in and who executed the above and 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 notarial seal at my office in the county and state aforesaid, on the day and year last above written.

My Commission Expires: \_\_\_\_\_



*Carolyn M. Looney*  
Notary Public

*CAROL M. LOONEY*

Mike Medsker, Recorder of Deeds