

First
Add

RESTRICTIONS & RESERVATIONS

FOR

COLE - TURKEY ACRES

We the undersigned, Ralph Allen and Marjorie Allen, being the owners of all of the lots and tracts in Cole-Turkey Acres, a subdivision located in a part of the Southwest quarter of Section 2, a part of the Northwest quarter of Section 11, and a part of the Northeast quarter of Section 10, all in Township 40 North, Range 21 West of the Fifth Principal Meridian and situate in Benton County, Missouri, do hereby cause the following restrictions and reservations to be recorded and direct that the following restrictions and reservations shall limit all of the lots and tracts in said subdivision, except as herein provided, in the same manner and with the same force and effect as if said restrictions and reservations were incorporated in our deeds to the various purchasers and grantees in all of the deeds to be hereinafter executed by us. Said restrictions and reservations are as follows; to-wit:

1. All of said lots, except those located in Block Six, shall be used for residential purposes only, and all houses constructed thereon shall be single family dwellings and no business establishment of any character shall be permitted.
2. All garages, if any, must be private garages incidental to the use of said dwelling and must conform generally in appearance and material to the dwelling constructed on said lot, and no garages are to be built except on lots where a dwelling of the size and type hereinafter described has been, or is being built.
3. All of the dwelling constructed in Blocks 2, 3, 5, and 6 shall contain at least 480 square feet of living space, exclusive of porches, car-ports and garages, and all of the dwellings constructed on all of the other lots in said subdivision

2. All garages, if any, must be private garages incidental to the use of said dwelling and must conform generally in appearance and material to the dwelling constructed on said lot, and no garages are to be built except on lots where a dwelling of the size and type hereinafter described has been, or is being built.

3. All of the dwellings constructed in Blocks 2, 3, 5, and 6 shall contain at least 480 square feet of living space, exclusive of porches, car-ports and garages, and all of the dwellings constructed on all of the other lots in said subdivision shall contain at least 400 square feet of living space, exclusive of porches, car-ports and garages.

4. All of said dwellings shall contain the proper facilities for the use of running water, proper sanitary toilet and lavatory facilities with connections for the disposal of sewage into a septic tank or other modern type sewage system.

5. All dwellings shall be located at least 15 feet from the lot line on the road side of any lot and no closer than 5 feet to any other lot line.

6. Basement areas shall not be used for residence purposes unless the dwelling is completed. All frame dwellings shall be painted, stained, or covered with a finished shingle or siding. No out-door toilets of any type shall be constructed. No trailers of any type shall be placed on said lots for living purposes, and no temporary or flimsy or unsightly building shall be permitted on any lot.

7. No poultry or livestock shall be kept on any lot, and no quarrying, excavating or drilling shall be done on any lot except as is necessary for the construction of residences and incident thereto, and except for the drilling of water wells thereon.

8. The parties hereto, for themselves, their legal representatives and assigns, hereby reserve an easement over any lot for the purpose of laying, constructing, and maintaining water lines, and electric light and telephone poles and wires in any area within 5 feet of a lot line.

~~_____~~
~~_____~~
10. All of ~~the~~ lots in Block Six of said subdivision may, with the written consent of the parties hereto, be used for commercial purposes to the extent set out in said written agreement which shall be incorporated in the deed to any of said lots and any lots in said Block Six not so specifically authorized shall be limited and governed by all of the restrictions and reservations heretofore set out, and except as to the use for commercial purposes with the consent of the parties hereto, shall be limited by the restrictions and reservations herein set out.

11. That all of the above restrictions shall be binding for a period of 20 years from the date thereof and unless the owners of three-fourths of the lots of this subdivision shall, within a period of 6 months before the expiration of said 20 year period, vote to terminate said restrictions by executing and recording in the office of the Recorder of Deeds, an agreement to end such restrictions, they shall be extended in full force and effect for another 20 year period, and so on indefinitely.

12. It is further provided, declared and agreed that if the owners, or any of them, their heirs or assigns, hereafter owning any of said residence lots in Cole-Turkey Acres, or any part thereof, shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions or restrictions herein contained relating to such lots, or to the use and improvements of the same, it shall be lawful for any person, or persons, owning any other of the said lots or any part thereof, to prosecute any proceedings at law or in equity against the person infringing, or attempting to infringe, or omitting to perform such covenant, condition or restriction, and to prevent him or them doing so, and or to recover damages or other dues; for such infringements and omissions.

IN WITNESS WHEREOF we have hereunto set our hands on this 1st day of December, 1958.

Ralph Allen

Marjorie Allen

STATE OF MISSOURI)
)SS
COUNTY OF HENRY)

On this 1st day of December, 1958, before me personally appeared Ralph Allen and Marjorie Allen, 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 Windsor, Missouri the day and year first above written.

(LS)

Josephine Henry
Notary Public

My term expires February 11, 1959.

FILED FOR RECORD IN MY OFFICE ON THE 9TH DAY OF DECEMBER, 1958, at 8 o'clock
24 minutes A. M.

E. H. Intelmann, Recorder.

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A-24

RESTRICTIONS AND RESERVATIONS

FOR

SECOND ADDITION

COLE-TURKEY ACRES

Cole-Turkey Acres, Inc., a Missouri corporation, being the owner of all of the lots and tracts in Second Addition Cole-Turkey Acres, a sub-division located in a part of the North Half of Section Eleven, Township Forty North, Range Twenty-one, West of the Fifth Principal Meridian and situate in Benton County, Missouri, does hereby cause the following restrictions and reservations to be recorded and directs that the following restrictions and reservations shall limit all of the lots and tracts in said subdivision, except as herein provided, in the same manner and with the same force and effect as if said restrictions and reservations were incorporated in its deeds to the various purchasers and grantees in all of the deeds to be hereinafter executed by said corporation. Said restrictions and reservations are as follows, to-wit:

1. All of said lots except Tract Three and Lots Five and Six of Block Thirteen shall be used for residential purposes only, and all houses constructed thereon shall be single family dwellings and no business establishments of any

character shall be permitted. Restrictions and reservations for the lots above excepted shall be recorded at a future date.

2. All garages, if any, must be private garages incidental to the use of said dwelling constructed on said lot, and no garages are to be built except on lots where a dwelling of the size and type hereinafter described has been, or is being built.

3. All of the dwellings constructed shall contain at least 480 square feet of living space, exclusive of porches, car ports and garages, except that dwellings built on Lots in Block Nine, Block Ten and on Lots Forty-three to Fifty-one inclusive in Block Eleven and Lots Forty to Fifty-four inclusive in Block Sixteen shall contain at least 400 square feet of living space, exclusive of porches, car-ports and garages, and all of said dwelling shall be placed on solid concrete or continuous concrete block foundations.

4. All of said dwellings shall contain the proper facilities for the use of running water, proper sanitary toilet and lavatory facilities with connections for the disposal of sewage into a septic tank or other modern type of sewage systems, and all water lines from the water mains to said dwellings shall be either galvanized iron pipe or copper pipe.

5. All dwellings shall be located at least 15 feet from the lot line on the road side of any lot and no closer than 5 feet to any other lot line.

6. Basement areas shall not be used for residence purposes unless the dwelling is completed. All frame dwellings shall be painted, stained or covered with a finished shingle or siding. No out-door toilets of any type shall be constructed. No trailers of any type shall be placed on said lots for living purposes, and no temporary or flimsy or unsightly building shall be permitted on any lot.

7. No poultry or livestock shall be kept on any lot, and no quarrying, excavating or drilling shall be done on any lot except as is necessary for the construction of residences and incidental thereto, and except for the drilling of water wells thereon.

8. Cole-Turkey Acres, Inc. for itself, its successors or assigns, hereby reserves an easement over any lot for the purpose of laying, constructing, and maintaining water lines, and electric light and telephone poles and wires in any area within 5 feet of a lot line.

9. None of the lots in Second Addition Cole-Turkey Acres shall be re-subdivided by any purchaser for the purpose of building more than one dwelling thereon, except Lot 23, Block 16, which as originally platted, is the equivalent of two or more lots, and upon which consent is hereby granted for subdividing and for the construction of more than one single family dwelling.

11. That all of the above restrictions shall be binding for a period of forty years from the date thereof; and unless the owners of three-fourth of the lots of this subdivision shall, within a period of six months before the expiration of said forty year period, vote to terminate said restrictions by executing and recording in the office of the Recorder of Deeds an agreement to end such

period, and so on indefinitely.

12. It is further provided, declared and agreed that if the owners, or any of them, their heirs or assigns, hereafter owning any of said residence lots in Second Addition Cole-Turkey Acres, or any part thereof, shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions or restrictions herein contained relating to such lots, or to the use and improvements of the same, it shall be lawful for any person, or persons, owning any other of the said lots or any part thereof, to prosecute any proceedings at law or in equity against the person infringing, or attempting to infringe, or omitting to perform such covenant, condition or restriction, and to prevent him or them doing so, and/or to recover damages or other dues for such infringements and omissions.

IN WITNESS WHEREOF, said corporation has by its duly elected officers, executed the foregoing instrument on this 28th day of April, 1960.

(NO SEAL)

COLE-TURKEY ACRES, INC.

Attest:

By Ralph Allen
President

E. L. Sutherland
Secretary

STATE OF MISSOURI }
COUNTY OF HENRI } SS

On this 28th day of April, 1960, before me appeared Ralph Allen, to me personally known, and who being by me duly sworn, did say that he is the president of Cole-Turkey Acres, Inc., a corporation, and that said instrument was signed by him on behalf of said corporation by authority of its Board of Directors, and the said Ralph Allen acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Windsor, Missouri, the day and year last above written.

(LS)

Josephine Henry
Notary Public

My commission expires February 13, 1963.

FILED FOR RECORD IN MY OFFICE ON THE 9TH DAY OF JULY, 1960, at 10 o'clock 04 minutes A. M.

E. H. Intelmann, Recorder.

By Amy Linville, Deputy.

MODIFICATION OF
RESTRICTIONS AND RESERVATIONS FOR
SECOND ADDITION COLE-TURKEY ACRES

WHEREAS, Cole-Turkey Acres, Inc. did on April 28, 1960 execute an instrument creating restrictions and reservations for Second Addition Cole-Turkey Acres, a subdivision located in a part of the North half of Section Eleven, Township Forty North, Range Twenty-one west of the Fifth Principal Meridian in Benton County, Missouri.

AND WHEREAS, by said instrument, all of the lots in said subdivision, except Lot 23, Block 16, were limited for the construction of no more than one dwelling thereon.

AND WHEREAS, Cole-Turkey Acres, Inc. is desirous of modifying said restrictions heretofore referred to, and does by this instrument modify the restrictions referred to, which are recorded in Book 247 at Page 553 in the Office of the Recorder of Deeds for Benton County, Missouri as follows:

1. Paragraph 10 of said restrictions is modified to read as follows:

"None of the lots in Second Addition Cole-Turkey Acres shall be re-subdivided by any purchaser for the purpose of building more than one dwelling thereon, except Lots 2 and 3 in Block 14 and Lot 23, Block 16, which as originally platted, are the equivalent of two or more

lots, and upon which consent is hereby granted for subdividing and for the construction of more than one single family dwelling."

2. All other restrictions are reservations in said original instrument shall remain as originally provided.

IN WITNESS WHEREOF, said corporation has by its duly elected officers, executed the foregoing instrument on this 8th day of February, 1961.

(CS)

Attest: E. L. Sutherland
Secretary

COLE-TURKEY ACRES, INC.

By Ralph Allen
President

STATE OF MISSOURI)
COUNTY OF HENRY) SS.

On this 8th day of February 1961, before me appeared Ralph Allen, to me personally known, and who being by me duly sworn, did say that he is the president of Cole-Turkey Acres, Inc., a corporation, and that said instrument was signed by him on behalf of said corporation by authority of its Board of Directors, and the said Ralph Allen acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal at my office in Windsor, Missouri, the day and year last above written.

(LS)

Josephine Henry
Notary Public

My commission expires: Feb. 13, 1963.

FILED FOR RECORD IN MY OFFICE ON THE 9TH. DAY OF FEBRUARY, 1961, at 11 o'clock, 01 minutes, A.M.

E. H. Intelmann, Recorder

3RD
ADD

RESTRICTIONS AND RESERVATIONS
FOR
THIRD ADDITION TO
COLE-TURKEY ACRES

Cole-Turkey Acres, Inc., a Missouri corporation, being the owner of all of the lots ~~and~~ ~~and tracts~~ and tracts in Third Addition to Cole-Turkey Acres, a sub-division located in the Southwest quarter of Section Two, Township Forty North, Range Twenty-one, West of the Fifth Principal Meridian and situated in Benton County, Missouri, does hereby cause the following restrictions and reservations to be recorded and directs that the following restrictions and reservations ~~shall limit all of the lots and tracts in said subdivision, except as herein provided, in the same manner and with the same force and effect as if said restrictions and reservations were incorporated in its deeds to the various purchasers and grantees in all of the deeds to be hereinafter executed by said corporation. Said restrictions and reservations are as follows, to-wit:~~

1. All of said lots shall be used for residential purposes only, and all houses constructed thereon shall be single family dwellings; and no business establishments of any character shall be permitted.
2. All garages, if any, must be private garages incidental to the use of said dwelling constructed on any lot; and no garages are to be built except on lots where a dwelling of the size and type hereinafter described has been or is being built; and the exterior finish of said garages shall be of the same or similar material used in the construction of a dwelling located on said lots.
3. All of the dwellings constructed shall contain at least 480 square feet of living space exclusive of porches; and all of said dwellings shall be placed on solid concrete or continuous concrete block foundations.
4. All of said dwellings shall contain the proper facilities for the use of running water, proper sanitary toilet and lavatory facilities with connections for the disposal of sewage into a septic tank or other modern type of sewage system; and all water lines from the water mains to said dwellings shall be either galvanized ^{iron pipe} or copper pipe.

5. All dwellings shall be located at least twenty-five feet from the lot line on the road side of any lot and no closer than five feet to any other lot line.
6. Basement areas shall not be used for residence purposes unless the dwelling is completed. All frame dwellings shall be painted, stained or covered with a finished shingle or siding. No outdoor toilets of any type shall be constructed. No trailers of any type shall be placed on said lots for living purposes, and no temporary or flimsy or unsightly building shall be permitted on any lot.
7. No poultry or livestock shall be kept on any lot, and no quarrying, excavating or drilling shall be done on any lot except as is necessary for the construction of residences and incidental thereto, and except for the drilling of water wells thereon.
8. Cole-Turkey Acres, Inc., for itself, its successors or assigns, hereby reserves an easement over any lot for the purpose of laying, constructing and maintaining water lines, and electric light and telephone poles and wires in any area within five feet of a lot line.

Page Two

10. None of the lots in Third Addition to Cole-Turkey Acres shall be re-subdivided by any purchaser for the purpose of building more than one dwelling thereon except Lots One to Six inclusive of Block Nineteen of said addition, which as originally platted and laid out are the equivalent of two lots, and upon which consent is hereby granted for subdividing to the extent that two single family dwelling can be constructed on any of said lots at the option of the owners thereof.
11. That all of the above restrictions shall be binding for a period of forty years from the date thereof; and unless the owners of three-fourth of the lots of this subdivision shall, within a period of six months before the expiration of said forty year period, vote to terminate said restrictions by executing and recording in the office of the Recorder of Deeds an agreement to end such restrictions, they shall be extended in full force and effect for a twenty year period, and so on indefinitely.
12. It is further provided, declared and agreed that if the owners, or any of them, their heirs or assigns, hereafter owning any of said residence lots in Third Addition to Cole-Turkey Acres, or any part thereof, shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions or restrictions herein contained relating to such lots, or to the use and improvements of the same, it shall be lawful for any person, or persons, owing any other of the said lots or any part thereof, to prosecute any proceedings at law or in equity against the person infringing, or attempting to infringe, or omitting to perform such covenant, condition or restriction, and to prevent him or them going so, and/or to recover damages or other dues for such infringements and omissions.

IN WITNESS WHEREOF, said corporation has by its duly elected officers, executed the foregoing instrument on this 17th day of August, 1963.

(CS)

Attest:

E. L. Sutherland
Secretary

COLE-TURKEY ACRES, INC.

By Ralph Allen
President

4th x 5th
ADD

RESTRICTIONS AND RESERVATIONS
FOR

FOURTH AND FIFTH ADDITIONS
TO COLE-TURKEY ACRES

Cole-Turkey Acres, Inc., a Missouri corporation, being the owner of all of the lots and tracts in Fourth and Fifth Additions to Cole-Turkey Acres, sub-divisions located in Sections Two and Eleven, Township Forty, Range Twenty-one in Benton County, Missouri, does hereby cause the following restrictions and reservations to be recorded and directs that the following restrictions and reservations shall limit all of the lots and tracts in said subdivisions, except as herein provided in the same manner and with the same force and effect as if said restrictions and reservations were incorporated in its deeds to the various purchasers and grantees in all of the deeds to be hereinafter executed by said corporation. Said restrictions and reservations are as follows, to-wit:

1. All of said lots shall be used for residential purposes only, and all houses constructed thereon shall be single family dwellings; and no business establishments of any character shall be permitted.
2. All garages, if any, must be private garages incidental to the use of said dwelling constructed on any lot; and no garages are to be built except on lots where a dwelling of the size and type hereinafter described has been or is being built; and the exterior finish of said garages shall be of the same or similar material used in the construction of a dwelling located on said lots.
3. All of the dwellings constructed shall contain at least 480 square feet of living space exclusive of porches; and all of said dwellings shall be placed on solid concrete or continuous concrete block foundations.
4. All of said dwellings shall contain the proper facilities for the use of running water, proper sanitary toilet and lavatory facilities with connections for the disposal of sewage into a septic tank or other modern type of sewage system; and all water lines from the water mains to said dwellings shall be either galvanized iron pipe or copper pipe.
5. All dwellings shall be located at least twenty-five feet from the lot line on the road side of any lot and no closer than five feet to any other lot line.
6. Basement areas shall not be used for residence purposes unless the dwelling is completed. All frame dwellings shall be painted, stained or covered with a finished shingle or siding. No outdoor toilets of any type shall be constructed. No trailers of any type shall be placed on said lots for living purposes, and no temporary or flimsy or unsightly building shall be permitted on any lot.
7. No poultry or livestock shall be kept on any lot, and no quarrying, excavating or drilling shall be done on any lot except as is necessary for the construction of residences and incidental thereto, and except for the drilling of water wells thereon.
8. Cole-Turkey Acres, Inc. for itself, its successors or assigns, hereby reserves an easement over any lot for the purpose of laying, constructing and maintaining water lines, and electric light and telephone poles and wires in any area within five feet of a lot line.



10. None of the lots in Fourth and Fifth Additions to Cole-Turkey Acres shall be used for the purpose of building more than one dwelling.

11. That all of the above restrictions shall be binding for a period of forty years from the date thereof; and unless the owners of three-fourths of the lots in these subdivisions shall, within a period of six months before the expiration of said forty year period, vote to terminate said restrictions by executing and recording in the office of the Recorder of Deeds an agreement to end such restrictions, they shall be extended in full force and effect for a twenty year period, and so on indefinitely.

12. It is further provided, declared and agreed that if the owners, or any of them, their heirs or assigns, hereafter owning any of said residence lots in Fourth and Fifth Additions to Cole-Turkey, or any part thereof, shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions or restrictions herein contained relating to such lots, or to the use and improvements of the same, it shall be lawful for any person, or persons, owning any other of the said lots or any part thereof, to prosecute any proceedings at law or in equity against the person infringing, or attempting to infringe, or omitting to perform such covenant, condition or restrictions, and to prevent him or them doing so, and/or to recover damages or other dues for such infringements and omissions.

IN WITNESS WHEREOF, said corporation has by its duly elected officers, executed the foregoing instrument on this 14th day of February, 1966.

(CS)

E. L. Sutherland
Secretary

COLE-TURKEY ACRES, INC.

By Ralph Allen
President

STATE OF MISSOURI)
COUNTY OF HENRY) SS

ON this 14th day of February, 1966 before me appeared Ralph Allen, to me personally known, and who being by me duly sworn, did say that he is the president of Cole-Turkey Acres, Inc., a corporation, and that said instrument was signed by him on behalf of said corporation by authority of its Board of Directors; and the said Ralph Allen acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Windsor, Missouri, the day and year last above written.

(IS)

Josephine Henry
Notary Public

My term expires February 14, 1967.

FILED FOR RECORD IN MY OFFICE ON THE 16th day of March, 1966, at 2 o'clock, 00 minutes
P. M.

John Owen, Recorder.

BLK 27 & 28
6th ADD

2

RESTRICTIONS AND RESERVATIONS
FOR BLOCKS TWENTY-SEVEN AND
TWENTY-EIGHT OF SIXTH ADDITION
TO COLE-TURKEY ACRES

Cole-Turkey Acres, Inc. a Missouri corporation, being the owner of all of the lots and tracts in Blocks Twenty-seven and Twenty-eight of Sixth Addition to Cole-Turkey Acres, a sub-division located in Sections Two and Eleven, Township Forty, Range Twenty-one in Benton County, Missouri, does hereby cause the following restrictions and reservations to be recorded and directs that the following restrictions and reservations shall limit all of the lots and tracts in said blocks, except as herein provided, in the same manner and with the same force and effect as if said restrictions and reservations were incorporated in its deeds to the various purchasers and grantees in all of the deeds to be hereinafter executed by said corporation. Said restrictions and reservations are as follows, to-wit:

1. All of said lots shall be used for residential purposes only, and all houses constructed thereon shall be single family dwellings; and no business establishments of any character shall be permitted.
2. All garages, if any, must be private garages incidental to the use of said dwelling constructed on any lot; and no garages are to be built except on lots where a dwelling of the size and type hereinafter described has been or is being built; and the exterior finish of said garages shall be of the same or similar material used in the construction of a dwelling located on said lots.
3. All of the dwellings constructed shall contain at least 480 square feet of living space exclusive of porches; and all of said dwelling shall be placed on solid concrete or continuous concrete block foundations.
4. All of said dwellings shall contain the proper facilities for the use of running water, proper sanitary toilet and lavatory facilities with connections for the disposal of sewage into a septic tank or other modern type of sewage system; and all water lines from the water mains to said dwellings shall be either galvanized iron pipe or copper pipe.
5. All dwellings shall be located at least twenty-five feet from the lot line on the road side of any lot and no closer than five feet to any other lot line.
6. Basement areas shall not be used for residence purposes unless the dwelling is completed. All frame dwellings shall be painted, stained or covered with a finished shingle or siding. No outdoor toilets of any type shall be constructed. No trailers of any type shall be placed on said lots for living purposes, and no tempor-

rery or flimsy or unsightly building shall be permitted on any lot.

7. No poultry or livestock shall be kept on any lot, and no quarrying, excavating or drilling shall be done on any lot except as is necessary for the construction of residence and incidental thereto, and except for the drilling of water wells thereon.

8. Cole-Turkey Acres, Inc., for itself, its successors or assigns, hereby reserves an easement over any lot for the purpose of laying, constructing and maintaining water lines, and electric light and telephone poles and wires in any area within five feet of a lot line.

[REDACTED]

10. None of the lots in Blocks Twenty-seven and Twenty-eight of Sixth Addition to Cole-Turkey Acres shall be re-subdivided by any purchaser for the purpose of building more than one dwelling thereon.

11. That all of the above restrictions shall be binding for a period of forty years from the date hereof; and unless the owners of three-fourths of the lots in said Blocks Twenty-seven and Twenty-eight shall, within a period of six months before the expiration of said forty year period, vote to terminate said restrictions by executing and recording in the office of the Recorder of Deeds an agreement to end such restrictions, they shall be extended in full force and effect for a twenty year period, and so on indefinitely.

12. It is further provided, declared and agreed that if the owners, or any of them, their heirs or assigns, hereafter owning any of said residence lots in Blocks Twenty-seven and Twenty-eight in Sixth Addition to Cole-Turkey Acres, or any part thereof, shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions or restrictions herein contained relating to such lots, or to the use and improvements of the same, it shall be lawful for any person, or persons, owning any other of the said lots or any part thereof, to prosecute any proceedings at law or in equity against the person infringing, or attempting to infringe, or omitting to perform such covenant, condition or restriction, and to prevent him or them doing so, and/or to recover damages or other dues for such infringements and omissions.

IN WITNESS WHEREOF, said corporation has by its duly elected officers executed the foregoing instrument on this 28th day of December, 1966.

(No CS)

COLE-TURKEY ACRES, INC.

By Ralph Allen
President

STATE OF MISSOURI)
) (SS
COUNTY OF HENRY)

On this 28th day of December, 1966, before me appeared Ralph Allen, to me personally known, who being by me duly sworn, did say that he is the president of Cole-Turkey Acres, Inc., a corporation, and that said instrument was signed by him on behalf of said corporation by authority of its Board of Directors; and the said Ralph Allen acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Windsor, Missouri the day and year above written.

(LS)

Josephine Henry
Notary Public

My term expires Feb. 14, 1967.

FILED FOR RECORD IN MY OFFICE ON THE 3rd. day of January, 1967 at 10 o'clock, 05 minutes, A. M.

John Owen, Recorder.

BK 30 + 31
7th ADD
x

RESTRICTIONS AND RESERVATIONS FOR
BLOCKS THIRTY AND THIRTY-ONE OF
SEVENTH ADDITION TO COLE-TURKEY ACRES
AND CERTAIN UNPLATTED TRACTS LOCATED
IN SECTIONS TWO AND ELEVEN, TOWNSHIP
FORTY, RANGE TWENTY-ONE, BENTON COUNTY,
MISSOURI

Cole-Turkey Acres, Inc. a Missouri corporation, being the owner of all of the lots and tracts in Blocks Thirty and Thirty-one of Seventh Addition to Cole-Turkey Acres and certain unplatted tracts located in Sections Two and Eleven, Township Forty, Range Twenty-one in Benton County, Missouri, does hereby cause the following restrictions and reservations to be recorded, and directs that the following restrictions and reservations shall limit all of the lots and tracts except as herein provided, in the same manner and with the same force and effect as if said restrictions and reservations were incorporated in its deeds to the purchasers and grantees in all of the deeds to be hereinafter executed by said corporation. Said restrictions and reservations are as follows, to-wit:

1. All of said lots and tracts shall be used for residential purposes only, and all houses constructed thereon shall be single family dwellings; and no business establishments of any character shall be permitted.
2. All garages, if any, must be private garages incidental to the use of said dwellings constructed on any lot; and no garages are to be built except on lots where dwellings of the size and type hereinafter described have been or are being built; and the exterior finish of said garages shall be of the same or similar material used in the construction of a dwelling located on said lots.
3. All of the dwellings constructed shall contain at least 480 square feet of living space exclusive of porches; and all of said dwellings shall be placed on solid concrete or continuous concrete block foundations.
4. All of said dwellings shall contain the proper facilities for the use of running water, proper sanitary toilet and lavatory facilities with connections for the disposal of sewage into a septic tank or other modern type of sewage system; and all water lines from the water mains to said dwellings shall be either galvanized iron pipe or copper pipe.
5. All dwellings shall be located at least five feet from any lot line.
6. Basement areas shall not be used for residence purposes unless the dwelling is completed. All frame dwellings shall be painted, stained or covered with a finished shingle or siding. No outdoor toilets of any type shall be constructed. No trailers of any type shall be placed on said lots for living purposes, and no temporary or flimsy or unsightly building shall be permitted on any lot.
7. No quarrying, excavating or drilling shall be done on any lot except as is necessary for the construction of residences and incidental thereto, and except for the drilling of water wells thereon.
8. Cole-Turkey Acres, Inc., for itself, its successors or assigns, hereby reserves an easement over any lot or tract for the purpose of laying, constructing and maintaining water lines, and electric light and telephone poles and wires in any area within five feet of a lot line.



10. The unplatted tracts in Sections Two and Eleven shall include all such unplatted tracts in said sections other than a tract designated as Tract Three located between Blocks Twelve and Thirteen Second Addition to Cole-Turkey Acres.

11. That all of the above restrictions shall be binding for a period of forty years from the date hereof; and unless the owners of three-fourths of the lots in said Blocks Thirty and Thirty-one and the unplatted tracts heretofore referred to, shall, within a period of six months before the expiration of said forty year period, vote to terminate said restrictions by executing and recording in the office of the Recorder of Deeds an agreement to end such restrictions, they shall be extended in full force and effect for a twenty year period, and so on indefinitely.

12. It is further provided, declared and agreed that if the owners or any of them, their heirs or assigns, hereafter owning any of said residence lots in Blocks Thirty and Thirty-one of Seventh Addition to Cole-Turkey Acres and the unplatted tracts heretofore referred to, or any part thereof, shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions or restrictions herein contained relating to such lots and tracts, or to the use and improvements of the same, it shall be lawful for any person, or persons owning any other of the said lots or tracts or any part thereof, to prosecute any proceedings at law or in equity against the person infringing, or attempting to infringe, or omitting to perform such covenant, condition or restriction, and to prevent him or them doing so, and/or to recover damages or other dues for such infringements and omissions.

IN WITNESS WHEREOF, said corporation has by its duly elected officers executed the foregoing instrument on this 7th day of November, 1968.



Attest:

E. L. Petherland
Secretary

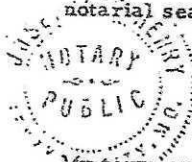
COLE-TURKEY ACRES, INC.

By Ralph Allen
President

STATE OF MISSOURI)
(SS)
COUNTY OF HENRY)

On this 7th day of November, 1968, before me appeared Ralph Allen, to me personally known, who being by me duly sworn, did say that he is the president of Cole-Turkey Acres, Inc. a corporation, and that said instrument was signed by him on behalf of said corporation by authority of its Board of Directors; and the said Ralph Allen acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Windsor, Missouri the day and year above written.



My term expires February 14, 1971.

Joseph Henry
Notary Public

The foregoing instrument was filed for record in this office on the 16th day of November, 1968, at 8 o'clock 30 minutes A. M.
By _____ Deputy. John Owen Recorder.