

PROPERTY REPORT

NOTICE AND DISCLAIMER BY OFFICE OF
INTERSTATE LAND SALES REGISTRATION,
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

The Interstate Land Sales Full Disclosure Act specifically prohibits any representation to the effect that the Federal Government has in any way passed upon the merits of, or given approval to this subdivision, or passed upon the value, if any, of the property.

It is unlawful for anyone to make, or cause to be made to any prospective purchaser, any representation contrary to the foregoing or any representations which differ from the statements in this property report. If any such representations are made please notify the Office of Interstate Land Sales Registration at the following address:

Office of Interstate Land Sales Registration,
HUD Building, 451 Seventh Street SW,
Washington, D.C. 20410

Inspect the property and read all documents. Seek professional advice.

Unless you received this property report prior to or at the time you enter into a contract, you may void the contract by notice to the seller.

If you received the Property Report less than 48 hours prior to signing a contract or agreement you have until midnight of the third business day following the consummation of the transaction to revoke your contract by notice to the seller.

1. NAME OF DEVELOPERS: E. C. Shafer, Mt. Vernon, Missouri
J. B. Gum, Shell Knob, Missouri
Leland Mitten, Springfield, Missouri
Jim Norman, Shell Knob, Missouri
2. NAME OF SUBDIVISION: Turkey Mountain Estates #1
Turkey Mountain Estates East,
Second Subdivision
LOCATION: Barry County, State of Missouri

Turkey Mountain Estates #2
Stone County, State of Missouri

a. EFFECTIVE DATE OF PROPERTY REPORT: JUNE 2, 1972

IMPORTANT READ CAREFULLY

Name of Subdivision: Turkey Mountain Estates #1
Turkey Mountain Estates East,
Second Subdivision
Turkey Mountain Estates #2

By signing this receipt you acknowledge that you have received a copy of the property report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development.

Received by _____
Street Address _____
Date _____
City _____ State _____
Zip _____

Notwithstanding your signature by which you acknowledged that you received the Property Report you still have other important rights under the Interstate Land Sales Full Disclosure Act.

Intercepted Exhibit No. 4
Date 3/28/77 Case No. WA-18-170
Reporter WF-58-170

2. b. THIS OFFERING CONSISTS OF:

Turkey Mountain Estates #1:

Lots 1 thru 515, Turkey Mountain Estates East
Lots 1 thru 249, Turkey Mountain Estates West
Lots 1 thru 18, Block 1, Mittens Second Sub Division
Lots 1 thru 21, Block 3, Mittens Second Sub Division
Lots 1 thru 25, Block 4, Mittens Second Sub Division
Lots 1 thru 19, Block 5, Mittens Second Sub Division
Lots 1 thru 117 Gumbo Woods

Turkey Mountain Estates #2:

Lots 1 thru 78, Sub Div 1, Turkey Mountain Estates #2
Lots 1 thru 367, Sub Div 2, Turkey Mountain Estates #2
Lots 1 thru 512, Sub Div 3, Turkey Mountain Estates #2
Lots 1 thru 375, Sub Div 4, Turkey Mountain Estates #2
Lots 1 thru 123, Sub Div 5, Turkey Mountain Estates #2
Lots 1 thru 163, Sub Div 6, Turkey Mountain Estates #2
Lots 1 thru 63, Sub Div 7, Turkey Mountain Estates #2

Turkey Mountain Estates East Second Sub Division:

Lots 1 thru 303, Turkey Mountain Estates East Second
Sub Division.

3. LIST NAMES AND POPULATIONS OF SURROUNDING COMMUNITIES AND LIST DISTANCES OVER PAVED AND UNPAVED ROADS TO THE SUBDIVISION.

NAME OF COMMUNITY	POPULATION	DISTANCE		TOTAL
		OVER PAVED ROADS	UNPAVED ROADS	
Cassville, Mo.	2,700	18	0	18
Berryville, Ark.	3,100	21	0	21
Springfield, Mo.	150,000	62	0	62
Aurora, Mo.	3,300	29	0	29

4. IF PERIODIC PAYMENTS ARE TO BE MADE BY A BUYER (AS IN THE CASE OF INSTALLMENT SALES CONTRACTS) COMPLETE ALL ITEMS UNDER THIS PARAGRAPH 4.

a. WILL THE SALES CONTRACT BE RECORDABLE? YES OR NO
No.

b. IN THE ABSENCE OF RECORDING, COULD THE DEVELOPER'S CREDITORS OR OTHERS ACQUIRE TITLE TO THE PROPERTY FREE OF ANY OBLIGATION TO DELIVER A DEED TO THE BUYER WHEN FINAL PAYMENT HAS BEEN MADE UNDER THE SALES CONTRACT? YES OR NO? EXPLAIN.

Yes. There is a remote but technical possibility that the buyer would not acquire title if the contract is not recorded and the developer makes a subsequent conveyance to third parties. There is also a remote possibility of judgement creditors taking the property at a sheriff's sale without the statutory notice which would be afforded by recordation of the contract of sale. However, in either case, the developer would be subject to liability for damages sustained by the buyer.

c. WHAT PROVISION, IF ANY, HAS BEEN MADE FOR REFUNDS IF BUYER DEFAULTS?

None.

d. STATE PREPAYMENT PENALTIES OR PRIVILEGES, IF ANY.

There is no penalty for prepayment.

5. IS THERE A BLANKET MORTGAGE OR OTHER LIEN ON THE SUB DIVISION OR PORTION THEREOF IN WHICH THE SUBJECT PROPERTY IS LOCATED? YES OR NO? IF YES, LIST BELOW AND DESCRIBE ARRANGEMENTS, IF ANY, FOR PROTECTING INTERESTS OF THE BUYER OR LESSEE IF THE DEVELOPER DEFAULTS IN PAYMENT OF THE LIEN OBLIGATION. IF THERE IS SUCH A BLANKET LIEN, DESCRIBE ARRANGEMENTS FOR RELEASE TO A BUYER OF INDIVIDUAL LOTS WHEN THE FULL PURCHASE PRICE IS PAID.

Yes. There is a mortgage on a portion of Turkey Mountain Estates #2. There is no arrangement for protecting the interest of the buyer if the developer defaults in payment of the lien obligation.

A mortgage is held by the Security Bank and Trust Company, Branson, Missouri, on Sub Division 3 of Turkey Mountain Estates #2. At the time the buyer pays for his lot in

full, Turkey Mountain Estates, Inc. sends to the bank, 50% of the net lot price. The bank makes a Deed of Release and records the said lot for release. Turkey Mountain Estates, Inc. then furnishes a Warranty Deed to the buyer.

6. DOES THE OFFERING CONTEMPLATE LEASES OF THE PROPERTY IN ADDITION TO, OR AS DISTINGUISHED FROM, SALES? YES OR NO? IF YES, A LEASE ADDENDUM MUST BE COMPLETED, ATTACHED, AND MADE A PART OF THE PROPERTY REPORT.

No.

7. IS BUYER OR LESSEE TO PAY TAXES, SPECIAL ASSESSMENTS, OR TO MAKE PAYMENTS OF ANY KIND FOR THE MAINTENANCE OF COMMON FACILITIES IN THE SUBDIVISION (a) BEFORE TAKING TITLE OR SIGNING OF LEASE OR (b) AFTER TAKING TITLE OR SIGNING OF LEASE? IF YES, COMPLETE THE SCHEDULE BELOW:

a. Before taking title: none.

b. After taking title:

Approximate amount of
buyer's or lessee's
annual payments.

TAXES

SPECIAL ASSESSMENTS:

PAYMENTS TO PROPERTY OWNER'S
ASSOCIATION: Lot owners on
Turkey Mountain Estates #2

Consult local tax auth.
None

Water rates established
by Property Owners
Association

OTHER:

Active membership in

Golf Course

\$60.00

Swimming Pools

\$40.00

Water maintenance fee in
Turkey Mountain Estates #1
and Turkey Mountain Estates
East Second Sub Division

\$25.00

8. (a) WILL BUYER'S DOWNPAYMENT AND INSTALLMENT PAYMENTS BE PLACED IN ESCROW OR OTHERWISE SET ASIDE? YES OR NO? IF YES, WITH WHOM? IF NOT, WILL TITLE BE HELD IN TRUST OR IN ESCROW?

No.

- (b) EXCEPT FOR THOSE PROPERTY RESERVATIONS WHICH LAND DEVELOPERS COMMONLY CONVEY OR DEDICATE TO LOCAL BODIES OR PUBLIC UTILITIES FOR THE PURPOSE OF BRINGING PUBLIC SERVICES TO THE LAND BEING DEVELOPED, WILL BUYER RECEIVE A DEED FREE OF EXCEPTIONS? YES OR NO? IF NO, LIST ALL RESTRICTIONS, EASEMENTS, COVENANTS, RESERVATIONS AND THEIR EFFECT UPON BUYER.

A copy of the restrictions is attached hereto.

- (c) LIST ALL PERMISSIBLE USES OF THE PROPERTY BASED UPON LOCAL ZONING ORDINANCES.

At this time, there are no County or community zoning laws in this area.

- (d) LIST ALL EXISTING OR PROPOSED UNUSUAL CONDITIONS RELATING TO THE LOCATION OF THE SUBDIVISION AND TO NOISE, SAFETY OR OTHER NUISANCES WHICH AFFECT OR MIGHT AFFECT THE SUBDIVISION.

There are no unusual natural hazards; no unusual noises or noxious odors, and no safety hazards which would have an adverse affect on the subdivisions.

9. (a) LIST ALL RECREATIONAL FACILITIES CURRENTLY AVAILABLE (e.g. TELEVISION, SPORTS, BEACHES, ETC.) STATE ANY COSTS OR ASSESSMENTS TO BUYER OR LESSEE.

Golf Course, Swimming Pools, Launching ramps, Picnic areas. Annual membership fee for the Golf Course is \$60.00 and \$40.00 for the Swimming Pool.

- (b) IF FACILITIES ARE PROPOSED OR PARTLY COMPLETED, STATE PROMISED COMPLETION DATE, PROVISIONS TO ASSURE COMPLETION, AND ALL ESTIMATED COSTS OR ASSESSMENTS TO BUYER OR LESSEE. IF THERE ARE NO PROVISIONS TO ASSURE COMPLETION, SO STATE.

All facilities have been completed and the only costs to the buyer would be annual membership fees noted in (a) above.

10. STATE WHETHER OR NOT THE FOLLOWING ARE NOW AVAILABLE IN THE SUBDIVISION: GARBAGE AND TRASH COLLECTION, SEWAGE DISPOSAL, PAVED STREETS, ELECTRICITY, GAS, WATER, TELEPHONE. IF YES, STATE ANY ESTIMATED COSTS TO BUYER OR LESSEE. IF PROPOSED OR PARTLY COMPLETED, STATE PROMISED COMPLETION DATE, PROVISIONS TO ASSURE COMPLETION AND GIVE ESTIMATE OF ALL COSTS INCLUDING MAINTENANCE COSTS TO BUYER OR LESSEE.

Garbage and Trash Collection: Available through Welch Refuse Service for approximately \$2.50 per month.

Sewage Disposal: The health laws of the State of Missouri do not require approval of subsurface sewage disposal system prior to the platting of the subdivision or the construction of these systems. It is the opinion of the developer that individual septic units will function satisfactorily in these subdivisions. The general experience of the Missouri Water Pollution Board, however, has been that septic tanks and tile fields do not function well in the State of Missouri and that they constitute a threat to the quality of both surface and subsurface waters of the State. Purchasers are advised that if the installation and use of septic tanks results in pollution of such waters, they may be subject to remedial action by the Missouri Water Pollution Board and they may not be permitted to continue the use of such a system. Estimated cost to the buyer for installation of septic tanks is \$250.00.

Paved Streets: All the roads in Turkey Mountain Estates #1 have been blacktopped with the exception of those servicing Gumbo Woods Addition which will not be blacktopped.

Seventy five percent of the roads in Turkey Mountain Estates #2 have been blacktopped. The remaining roads will be blacktopped no later than November 1, 1972 with the exception of roads servicing the following lots which will not be blacktopped: Lots 47 thru 49, 51 thru 53, 55 thru 57, 59 thru 61, 63 thru 65 67 thru 69, 71 thru 73, in Subdivision 2; 5 thru 19, 34, 35, 37 thru 39, 41 thru 43, 45 thru 47, 49 thru 51, 53 thru 55, 57 thru 59, 61 thru 63, 65 thru 67, 69 in Subdivision 4, and all lots in Subdivision 7. There will be no cost to the purchaser.

Roads in Turkey Mountain Estates East Second Sub Division have a rock base and will be blacktopped completely by November 15, 1973. There will be no cost to the purchaser. No arrangements have been made to assure completion of the blacktopping, other than a signed contract with the construction company, which is on file in the office of the developer.

Electricity is available upon request from the Carroll Electric Cooperative Corporation. Lines have been extended to approximately 65% of the lots in Turkey Mountain Estates #1, 45% of the lots in Turkey Mountain Estates #2, and 5% of the lots in Turkey Mountain Estates East Second Sub Division. There is no cost to the purchaser to extend the line to his lot line.

Gas: Available through Uniongas Branson, Shell Knob, Mo.

Water is available. Upon notice that a lot owner is starting to build in Turkey Mountain Estates #1 or Turkey Mountain Estates East Second Sub Division, water will be brought to the lot within 30 days. Annual maintenance charge is \$25.00. On Turkey Mountain Estates #2, lot owners will form an association for maintenance of the water system and be responsible for the cost from the well to their property line. Water lines will not be extended to Gumbo Woods Addition. Water will not be furnished to Lots 47 thru 49, 51 thru 53, 55 thru 57, 59 thru 61, 63 thru 65, 67 thru 69 71 thru 73 in Subdivision 2; 5 thru 19, 34, 35, 37 thru 39, 41 thru 43, 45 thru 47, 49 thru 51, 53 thru 55, 57 thru 59, 61 thru 63, 65 thru 67, 69 in Subdivision 4; and all lots in Subdivision 7, all in Turkey Mountain Estates #2. The developer has sufficient capitol to assure completion of the improvements as indicated in their Financial Statement which appears in the Statement of Record that is filed in the Office of Interstate Land Sales Registration.

11. WILL THE WATER SUPPLY BE ADEQUATE TO SERVE THE ANTICIPATED POPULATION OF THE AREA?

The Engineer is of the opinion that ample water can be obtained in the Roubideaux sand at an approximate depth of 400 feet.

12. IS ANY DRAINAGE OF SURFACE WATER, OR USE OF FILL NECESSARY TO MAKE LOTS SUITABLE FOR CONSTRUCTION OF A ONE-STORY RESIDENTIAL STRUCTURE? YES OR NO? IF YES, STATE WHETHER ANY PROVISION HAS BEEN MADE FOR DRAINAGE OR FILL AND GIVE ESTIMATE OF ANY COSTS BUYER WOULD INCUR.

No drainage of surface water will be necessary. In approximately 20% of the subdivision, some fill will be necessary to make the lots suitable for construction. The cost will range from \$10.00 to \$30.00 per lot.

13. STATE WHETHER ANY OF THE FOLLOWING ARE CURRENTLY AVAILABLE IN THE SUBDIVISION: SCHOOLS; MEDICAL FACILITIES (HOSPITALS, DOCTORS, DENTISTS); SHOPPING FACILITIES. LIST AVAILABILITY OF PUBLIC TRANSPORTATION TO, AND DISTANCE OF FACILITY FROM GEOGRAPHICAL CENTER OF SUBDIVISION. IF FACILITY IS PROPOSED OR PARTLY COMPLETED STATE PROMISED COMPLETION DATE AND ANY PROVISIONS TO INSURE COMPLETION.

Schools: Elementary School - 5 miles from Turkey Mountain Estates #1 and Turkey Mountain Estates East Second Sub Division, and 3½ miles from Turkey Mountain Estates #2.
High School - 22 miles from Turkey Mountain Estates #1 and Turkey Mountain Estates East Second Sub Division, and 23½ miles from Turkey Mountain Estates #2.

Hospitals: 22 miles from Turkey Mountain Estates #1 and Turkey Mountain Estates East Second Sub Division, and 23½ miles from Turkey Mountain Estates #2.

Doctors and Dentists: 5 miles from Turkey Mountain Estates #1 and Turkey Mountain Estates East Second Sub Division, and 3½ miles from Turkey Mountain Estates #2.

Shopping Facilities: 5 miles from Turkey Mountain Estates #1 and Turkey Mountain Estates East Second Sub Division, and 3½ miles from Turkey Mountain Estates #2.

No public transportation is available to the above.

14. APPROXIMATELY HOW MANY HOMES WERE OCCUPIED AS DATE OF FILING?

Turkey Mountain Estates #1: 30
Turkey Mountain Estates #2: 40
Turkey Mountain Estates East Second Sub Division: 4

15. (a) STATE ELEVATION OF THE HIGHEST AND LOWEST LOTS IN THE SUBDIVISION AND BRIEFLY DESCRIBE TOPOGRAPHY AND PHYSICAL CHARACTERISTICS OF THE PROPERTY.

Turkey Mountain Estates #1: Highest lot is 965 feet above sea level. Lowest lot is 913 feet above sea level.

Turkey Mountain Estates #2: Highest lot is 1195 feet above sea level. Lowest lot is 915 feet above sea level.

Turkey Mountain Estates East Second Sub Division:
Highest lot is 1035. Lowest lot 920 feet above
sea level.

The property has rolling hills and a slightly
alkaline soil.

(b) STATE IN INCHES THE AVERAGE ANNUAL RAINFALL
AND, IF APPLICABLE, THE AVERAGE ANNUAL SNOWFALL FOR
THE SUBDIVISION OR THE AREA IN WHICH IT IS LOCATED.

Average rainfall: 41 inches. Average snowfall: 10
inches.

(c) STATE TEMPERATURE RANGES FOR SUMMER AND WINTER,
INCLUDING HIGHS, LOWS AND MEANS.

Summer temperatures range from a high of 95° to a
low of 52°. Winter temperatures range from 65°
to a low of 0°. Average temperature for the year
is 45°.

16. WILL ANY SUBSURFACE IMPROVEMENT, OR SPECIAL FOUNDA-
TION WORK BE NECESSARY TO CONSTRUCT ONE STORY RESI-
DENTIAL OR COMMERCIAL STRUCTURES ON THE LAND? YES
OR NO? IF YES, STATE IF ANY PROVISION HAS BEEN MADE
AND ESTIMATE ANY COSTS BUYER WOULD INCUR.
- No.
17. ARE ALL LOTS AND COMMON FACILITIES LEGALLY ACCESSIBLE
BY PUBLIC ROAD OR STREET? YES OR NO? IF NOT, EXPLAIN
- Yes.
18. HAS LAND IN THE SUBDIVISION BEEN PLATTED OF RECORD?
YES OR NO? IF NOT, HAS IT BEEN SURVEYED? YES OR NO?
IF NOT, STATE ESTIMATED COST TO BUYER TO OBTAIN A
SURVEY.
- Yes, land has been platted of record.
19. ARE LOTS STAKED OR MARKED SO THAT BUYER CAN LOCATE
HIS LOT(S)? YES OR NO?
- Yes.

ESTABLISHMENT OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR TURKEY MOUNTAIN ESTATE EAST
SUBDIVISION, TURKEY MOUNTAIN ESTATE EAST
SECOND SUBDIVISION, AND TURKEY MOUNTAIN
ESTATE WEST SUBDIVISION OF TABLE ROCK LAKE,
BARRY COUNTY, MISSOURI, AS RECORDED.

WHEREAS, under dates of February, 1968, July, 1970, and May, 1968, Turkey Mountain Estates, Inc., a Missouri corporation, caused to be surveyed and platted subdivisions in Barry County, Missouri, on the following described lands, to-wit:

Beginning at the NE Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29, Township 22, Range 25, thence West 1324 ft., thence South 592 feet, thence S. 40°W. 451.08 feet, thence S. 16°-02'W 234.09 ft., thence S. 28°-59'W. 85.75 ft., thence S. 34°W. 229.17 ft., thence S. 15°W. 205.3 ft., thence S. 30°W. 702.14 ft., thence S. 14°-56'E. 123.2 ft., thence S. 45°W. 1.80 ft., thence S. 45°E. 880 ft., thence S. 36°-52'E. 824.93 ft., thence East 330 ft. thence N. 45°W. 233.34 ft., thence N. 26°-34'E 368.94 ft., thence North 1159.3 ft., thence N. 63°-26'W. 368.94 ft. thence N. 71°-34'E. 521.78 ft., thence N. 11°-19'W. 841.33 ft. thence East 165 ft., thence North 1315.9 ft. to the point of beginning.

Same being part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ and a part of the East Half of the NW $\frac{1}{4}$ and a part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and a part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and a re-survey of Mitten's Subdivision, Table Rock Lake, as recorded in Plat Book #5, Page 95, in the Records office in Barry County, Missouri. All in Section 29, Township 22, Range 25, Barry County, Missouri, and containing 115 acres more or less.

Beginning at the NE Corner of Section 29, Township 22, Range 25, thence South 2651.5 feet to the SE Corner of the NE $\frac{1}{4}$ of said Section 29, thence West 825 feet, thence North 659 feet, thence N. 26°-34'W. 737.88 feet, thence West 143.14 feet to the East side of I street in Turkey Mountain Estate East Subdivision, thence Southerly 1312.78 feet along the East side of said I street, thence East 1325.03 feet to the point of beginning. Being a part of the NE $\frac{1}{4}$ of Section 29, Township 22, Range 25, Barry County, Missouri, and containing 68 acres more or less.

Beginning at the SW Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 22, Range 25, thence S. 26°-34'W 368.94 feet, thence South 660 feet, thence S. 45°E. 233.34 feet, thence South 330 feet, thence S. 45°E. 79.15 feet, thence N. 42°-12'E. 457.6 feet, thence N. 64°-02'E. 140.3 feet, thence N. 77°-54'E. 147.95 feet, thence S. 83°-23'E. 125.2 feet, thence S. 85°-12'E. 69.33 feet, thence N. 11°-36'W. 157.2 feet, thence North 1803 feet, thence N. 9°-27'W. 498.74 feet, thence West 960.5 feet, thence S. 9°-27'E. 501.78 feet, thence South 660 feet, thence S. 45°E. 233.34 feet to the point of beginning.

Being a part of Lots 9, 10, 11 and 12 (NW $\frac{1}{4}$) of Section 29 and a part of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 20, all in Township 22, Range 25, Barry County, Missouri, and containing 55.8 acres more or less.

to be known as Turkey Mountain Estate East Subdivision, Turkey Mountain Estate East Second Subdivision, and Turkey Mountain Estate West Subdivision of Table Rock Lake, Barry County, Missouri. The plats with the dedication thereof were filed for record on April 19, 1968, August 1, 1970, and May 25, 1968, and are recorded in Plat Book 5 at Page 99, Plat Book 5 at Page 141, and Plat Book 5 at Page 102, in the records of the Recorders Office in Barry County, Missouri.

AND WHEREAS, the undersigned Turkey Mountain Estates, Inc., a Missouri corporation, being the owner in fee simple title of said lands in said subdivisions as above described, for the purpose of keeping said subdivisions desirable, uniform, and suitable in architectural design and use, do hereby create, limit, impose, and place upon all of the lots in said subdivisions, the following restrictions, reservations, conditions, limitations, and covenants, all of which are hereby termed restrictive covenants and are declared by the parties hereto to be covenants running with the land, restricting the use thereof, and binding on all grantees and heirs, assigns, representatives, and successors, and all parties and all persons claiming under them, and for the benefit and limitation upon all future owners in said subdivisions, and declared to be easements to said lands and restrictions thereon even if said restrictions are omitted from any deed or coveyances of said lands or any part thereof;

AND WHEREAS, said party herein named hereby adopts the following restrictive covenants governing the uses to be made of said lands in said subdivisions as follows:

1. LAND USE AND BUILDING TYPE. The lots described herein shall be used for single family residential purposes, and the dwelling house and all other structures erected on any lot shall be constructed of material of equal quality as used in F.H.A. and G.I. construction, and the dwelling house must contain at least 800 square feet of liveable floor space.

2. BUILDING LOCATION. No building shall be located nearer to the front of lot line than 25 feet and no building shall be located nearer to any side lot line than 5 feet.

3. CONSTRUCTION TIME LIMIT. All buildings shall be completed as to the exterior thereof within one year from the construction starting date.

4. NUISANCES. No noxious or offensive trade activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. SEWAGE DISPOSAL. When any dwelling house or improvements are erected on any lot, the owner shall, at the same time, construct a sanitary septic tank of approved character or provide adequate sewage disposal for the same.

6. CLEANLINESS OF LOT. All lots shall be kept in a neat and orderly manner, free from debris and rubbish.

7. EASEMENTS RESERVED. The undersigned, its successors, and assigns, reserve perpetual easements under, over, and across 3 feet of each residential lot and extending back a distance of 10 feet from the front and rear property line of each lot for the purpose of erecting, constructing, maintaining, and operating electric power transmission lines and telephone lines together with such guy poles, guy wires, and anchors as may be deemed advisable by persons installing and maintaining said utility services, and the undersigned further reserves the right to cut or trim any tree growth or other growth located on said residential lots which may interfere with or menace the construction or operation of the said utility services in the streets or the individual installations to each residential lot.

8. AMENDMENT. These restrictions and covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty-five years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten years each, unless an instrument signed by 2/3 majority of the then legal voters, being owners of the lots covered by these restrictions, has been recorded, agreeing to change said restrictions in whole or in part, which 2/3 majority shall be empowered hereby to make changes or amendments hereto.

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

10. SEVERABILITY. 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, the undersigned Turkey Mountain Estates, Inc., by its duly authorized President, has hereunto set its hand and seal this 19th day of April, 1968.

TURKEY MOUNTAIN ESTATES, INC.

By

Jim Norman
Vice-President

STATE OF MISSOURI)
) ss.
COUNTY OF LAWRENCE)

On this 19th day of April, 1968, before me personally appeared Jim Norman, to me personally known, who, being duly sworn, did say that he is the Vice President of Turkey Mountain Estates, Inc., a Missouri corporation; that the seal affixed to this instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said Jim Norman.

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

Paul H. Hannon
Notary Public

My commission expires: August 18, 1970

ESTABLISHMENT OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR TURKEY MOUNTAIN ESTATE NO. 2
FIRST, THIRD, FOURTH, FIFTH, SIXTH, AND
SEVENTH SUBDIVISION OF STONE COUNTY, MISSOURI,
AS RECORDED.

WHEREAS, under dates of October, 1968, December, 1968, January, 1969, December, 1968, March, 1969, and January, 1970, Turkey Mountain Estates, Inc., a Missouri corporation, caused to be surveyed and platted subdivisions in Stone County, Missouri, on the following described lands, to-wit:

First Subdivision: Beginning at a point 20 feet East and 15 feet North of the SW corner of Section 18, Township 22, Range 24, thence North 1373.5 feet to the South R.W. line of State Highway YY, thence Easterly 1715.68 feet along the South R.W. line of said highway YY, thence South 1545.6 feet, thence West 1697.16 feet to the point of beginning.
Being a part of the SW $\frac{1}{4}$ of Section 18, Township 22, Range 24, Stone County, Missouri, and containing 59 acres more or less.

Third Subdivision: Beginning at the SW Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 22, Range 24, thence North 2630 feet, thence East 1376.64 feet to the government take line on Table Rock Lake, thence S9 $^{\circ}$ -28'E. 658.93 feet, thence South 660 feet, thence S. 33 $^{\circ}$ -40'E. 595.9 feet, thence S. 26 $^{\circ}$ -32'E. 738.7 feet, thence East 165 feet, thence S. 44 $^{\circ}$ -55'E. 233.7 feet, thence South 495 feet, thence West 330 feet, thence North 330 feet, thence West 330 feet, thence S. 45 $^{\circ}$ -05'W. 233 feet, thence West 165 feet, thence N. 67 $^{\circ}$ -08'W. 368.84 feet, thence S. 26 $^{\circ}$ -36'W. 368.49 feet, thence N. 63 $^{\circ}$ -08'W. 737.68 feet, thence North 165 feet, thence West 330 feet to the point of beginning.
Being a part of the East $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, part of the W $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19, part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30, and part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 22, Range 24, Stone County, Missouri, and containing 116 acres more or less, and subject to a flowage easement to the 936 contour.

Fourth Subdivision. Beginning at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 22, Range 24, thence South 10 feet, thence East 1376.64 feet, thence N. 9 $^{\circ}$ -28'W. 344.67 feet, thence N. 26 $^{\circ}$ -39'W. 369.24 feet, thence East 165 feet, thence North 1995 feet, thence West 1320 feet, thence South 1335 feet, thence East 214 feet, thence S. 0 $^{\circ}$ -15'W. 1320 feet, thence West 208.04 feet to the point of beginning.
Being a part of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 19, part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, all in Township 22, Range 24, Stone County, Missouri, and containing 73.5 acres more or less, and subject to a flowage easement to the 936 contour.

Fifth Subdivision. Beginning at a point 15 feet North of the SE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 22, Range 24, thence West 940 feet, thence North

1545.6 feet to the South right-of-way line of State Highway YY, thence N.89°-32'E. 771.06 feet, thence South 249.08 feet, thence East 169 feet to the NE corner of the SE¼ of the SW¼ of said Section 18, thence South 1305. feet to the point of beginning. Being a part of the E¼ of the SW¼ of Section 18, Township 22, Range 24, Stone County, Missouri, and containing 29.4 acres more or less.

Sixth Subdivision: Beginning at the NW corner of the SW¼ of the NE¼ of Section 19, Township 22, Range 24, thence East 1320 feet, thence South 2615.04 feet, thence N. 89°-05'W. 175.02 feet, thence N.30°-58'W. 935.59 feet, thence N. 45°E. 233.34 feet, thence N.45°W. 233.34 feet, thence N.21°-58'W. 835.52 feet, thence West 330 feet, thence North 660 feet to the point of beginning. Being a part of the SW¼ of the NE¼ and a part of the NW¼ of the SE¼ all in Section 19, Township 22, Range 24, Stone County, Missouri, and containing 47.5 acres more or less.

Seventh Subdivision: Beginning at the Northwest Corner of Lot 3, Turkey Mountain Estates Number Two, Second Subdivision, said point being 60 feet South and 20 feet East of the Northwest corner of Section 19, Township 22, Range 24, thence South 525 feet, thence East 357.16 feet, thence North 525 feet, thence West 357.16 feet to the point of beginning. Being a re-survey of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 85, 87, 89, 91, 93, 95, and 97, all in Turkey Mountain Estates Number Two, Second Subdivision, Stone County, Missouri, and containing 4.3 acres more or less.

to be known as Turkey Mountain Estate No. 2 First, Third, Fourth, Fifth, Sixth, and Seventh Subdivisions of Stone County, Missouri. The plats with the deciations thereof were filed for record on January 15, 1969, January 15, 1969, March 31, 1969, March 31, 1969, May 3, 1969, January 13, 1970, and are recorded in Plat Book 4 at Page 79, Plat Book 4 at Page 82, Plat Book 4 at Page 87, Plat Book 4 at Page 88, Plat Book 4 at Page 93, and Plat Book 5 at Page 25, in the records of the Recorders Office in Stone County, Missouri.

AND WHEREAS, the undersigned, Turkey Mountain Estates, Inc., a Missouri corporation, being the owner in fee simple title of said lands in said subdivisions as above described, for the purpose of keeping said subdivision desirable, uniform, and suitable in architectural design and use, do hereby create, limit, impose, and place upon all of the lots in said subdivisions, the following restrictions, reservations, conditions, limitations, and covenants, all of which are hereby termed restrictive covenants and are declared by the parties hereto to be covenants running with the land, restricting the use thereof, and binding on all grantees and heirs, assigns, representatives, and successors, and all parties and all persons claiming under them, and for the benefit and limitation upon all future owners in said subdivisions, and declared to be easements to said lands and restrictions thereon even if said restrictions are omitted from any deed or conveyance of said lands or any part thereof;

AND WHEREAS, said parties herein named hereby adopt the following restrictive covenants governing the uses to be made of said lands in said subdivisions as follows:

1. LAND USE AND BUILDING TYPE. The lots described herein shall be used for single family residential purposes, and the dwelling house and all other structures erected on any lot

shall be constructed of material of equal quality as used in F.H.A. and G.I. construction, and the dwelling house must contain at least 800 square feet of liveable floor space.

2. BUILDING LOCATION. No building shall be located nearer to the front of lot line than 25 feet and no building shall be located nearer to any side lot line than 5 feet.

3. CONSTRUCTION TIME LIMIT. All buildings shall be completed as to the exterior thereof within one year from the construction starting date.

4. NUISANCES. No noxious or offensive trade activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. SEWAGE DISPOSAL. When any dwelling house or improvements are erected on any lot, the owner shall, at the same time, construct a sanitary septic tank of approved character or provide adequate sewage disposal for the same.

6. CLEANLINESS OF LOT. All lots shall be kept in a neat and orderly manner, free from debris and rubbish.

7. EASEMENTS RESERVED. The undersigned, its successors, and assigns, reserve perpetual easements under, over, and across 3 feet of each residential lot and extending back a distance of 10 feet from the front and rear property line of each lot for the purpose of erecting, constructing, maintaining, and operating electric power transmission lines and telephone lines together with such guy poles, guy wires, and anchors as may be deemed advisable by persons installing and maintaining said utility services, and the undersigned further reserves the right to cut or trim any tree growth or other growth located on said residential lots which may interfere with or menace the construction or operation of the main utility services in the streets or the individual installations to each residential lot.

8. AMENDMENT. These restrictions and covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty-five years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten years each, unless an instrument signed by 2/3 majority of the then legal voters, being owners of the lots covered by these restrictions, has been recorded, agreeing to change said restrictions in whole or in part, which 2/3 majority shall be empowered hereby to make changes or amendments hereto.

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

10. SEVERABILITY. 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, the undersigned, Turkey Mountain Estates, Inc., a Missouri corporation, by its duly authorized President, has hereunto set its hand and seal this 15th day of January, 19 69.

TURKEY MOUNTAIN ESTATES, INC.

By _____
Vice-President

STATE OF MISSOURI)
) ss.
COUNTY OF LAWRENCE)

On this 15th day of January, 19 69, before me personally appeared Jim Norman, to me personally known, who, being duly sworn, did say that he is the ^{vice} President of Turkey Mountain Estates, Inc., a Missouri corporation; that the seal affixed to this instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jim Norman.

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


Notary Public

My commission expires: August 18, 1970.

ESTABLISHMENT OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR TURKEY MOUNTAIN ESTATE NO. 2
SECOND SUBDIVISION OF STONE COUNTY, MISSOURI,
AS RECORDED.

WHEREAS, under date of December, 1968, Turkey Mountain Estates, Inc., a Missouri corporation, caused to be surveyed and platted subdivision in Stone County, Missouri, on the following described lands, to-wit:

Beginning at a point fifteen feet North and twenty feet East of the NW corner of Section 19, Township 22, Range 24, thence South 2655 feet, thence East 1317.16 feet, thence North 2655 feet, thence West 1317.16 feet to the point of beginning.
Being a part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, and the W $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, all in Township 22, Range 24, Stone County, Missouri, and containing 80 acres more or less,

to be known as Turkey Mountain Estate No. 2 Second Subdivision of Stone County, Missouri. The plat with the dedication thereof was filed for record on January 15, 1969, and is recorded in Plat Book 4 at Page 81, in the records of the Recorders Office in Stone County, Missouri.

AND WHEREAS, the undersigned, Turkey Mountain Estates, Inc., a Missouri corporation, being the owner in fee simple title of said lands in said subdivision as above described, for the purpose of keeping said subdivision desirable, uniform, and suitable in architectural design and use, does hereby create, limit, impose, and place upon all of the lots in said subdivisions, the following restrictions, reservations, conditions, limitations, and covenants, all of which are hereby termed restrictive covenants and are declared by the party hereto to be covenants running with the land, restricting the use thereof, and binding on all grantees and heirs, assigns, representatives, and successors, and all parties and all persons claiming under them, and for the benefit and limitation upon all future owners in said subdivisions, and declared to be easements to said lands and restrictions thereon even if said restrictions are omitted from any deed or conveyance of said lands or any part thereof;

AND WHEREAS, said party herein named hereby adopts the following restrictive covenants governing the uses to be made of said lands in said subdivisions as follows:

1. LAND USE AND BUILDING TYPE. The lots described herein shall be used for single family residential purposes, and the dwelling house or mobile home and all other structures erected on any lot shall be constructed of material of equal quality as used in F.H.A. and G.I. construction, and the dwelling house or mobile home must contain at least 500 square feet of liveable floor space.

2. BUILDING LOCATION. No building shall be located nearer to the front of lot line than 25 feet and no building shall be located nearer to any side lot line than 5 feet.

3. CONSTRUCTION TIME LIMIT. All buildings shall be completed as to the exterior thereof within one year from the construction starting date.

4. NUISANCES. No noxious or offensive trade activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. SEWAGE DISPOSAL. When any dwelling house or improvements are erected on any lot, the owner shall, at the same time, construct a sanitary septic tank of approved character or provide adequate sewage disposal for the same.

6. CLEANLINESS OF LOT. All lots shall be kept in a neat and orderly manner, free from debris and rubbish.

7. EASEMENTS RESERVED. The undersigned, its successors, and assigns, reserve perpetual easements under, over, and across, 3 feet of each residential lot and extending back a distance of 10 feet from the front and rear property line of each lot for the purpose of erecting, constructing, maintaining, and operating electric power transmission lines and telephone lines together with such guy poles, guy wires, and anchors as may be deemed advisable by persons installing and maintaining said utility services, and the undersigned further reserves the right to cut or trim any tree growth or other growth located on said residential lots which may interfere with or menace the construction or operation of the main utility services in the streets or the individual installations to each residential lot.

8. AMENDMENT. These restrictions and covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty-five years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten years each, unless an instrument signed by 2/3 majority of the then legal voters, being owners of the lots covered by these restrictions, has been recorded, agreeing to change said restrictions in whole or in part, which 2/3 majority shall be empowered hereby to make changes or amendments hereto.

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

10. SEVERABILITY. 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, the undersigned, Turkey Mountain Estates, Inc., a Missouri corporation, by its duly authorized President, has hereunto set its hand and seal this 15th day of January, 19 69.

TURKEY MOUNTAIN ESTATES, INC.

By Jim Norman
Vice-President

STATE OF MISSOURI)
) ss.
COUNTY OF LAWRENCE)

On this 15th day of January, 19 69, before me personally appeared Jim Norman, to me personally known, who, being duly sworn, did say that he is the President of Turkey Mountain Estates, Inc., a Missouri corporation; that the seal affixed to this instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jim Norman.

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

Kurt S. [Signature]
Notary Public

My commission expires: August 18, 1970.