

DECLARATION OF RESTRICTIONS AND
INDENTURE GRANTING OWNERSHIP OF WATER WELLS,
WATER DISTRIBUTION SYSTEM, PIPELINES OR
APPURTENANCES THERETO, ROADS, STREETS AND ALLEYS

This DECLARATION OF RESTRICTIONS AND INDENTURE GRANTING OWNERSHIP OF WATER WELLS, WATER DISTRIBUTION SYSTEM, PIPELINES OR APPURTENANCES THERETO, ROADS, STREETS AND ALLEYS, made this 2 day of October, 1974, by James R. Bates and Swann L. Bates, his wife, and Loren Garrison and Exilee Garrison, his wife, and Don Garrison and Dixie Garrison, his wife, owners and developers of KINGS POINT SUBDIVISION, described as follows:

39, 40, 41,
Lots 1 through 91, except Lots 1, 2, 24, 25, 26, 27, 28, 70, 71, 72 and 73, KINGS POINT SUBDIVISION, located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 21N, Range 25W, and a portion of fractional Section 25, Township 21N, Range 25W, Barry County, Missouri, according to the recorded plat thereof.

For the purpose of and in order to protect the value of any tracts, parcels, lots or pieces of land contained therein, do hereby subject said above described tracts of land to the following restrictions and indenture for the future use thereof, as follows, to-wit:

DEFINITION OF TERMS USED

"Outbuilding" shall mean any enclosed, covered structure not directly attached to the residence or mobile home to which it is appurtenant.

"Lot" shall mean lot as platted, or any tract or tracts of land as surveyed, which may consist of one or more lots or part or parts of one or more lots or any acreage not platted upon which a residence or mobile home may be erected in accordance with the restrictions hereinafter set forth.

"Single family unit" shall be known as one residence for single family occupancy and shall be the only residence or mobile home built or placed on any lot or acreage located in the subdivision.

USE OF LAND

None of the lots or acreage unless shown thereon as reserved and hereby restricted may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, or other building, although intended for residential purposes, may be erected thereon.

ARCHITECTURAL CONTROL

No building or mobile home shall be placed, erected or altered on any lot or acreage until the construction plans and specifications and a plan showing the location of the structure have been approved by the developer or successor and assigns, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

DWELLING QUALITY AND SIZE

No single family dwelling shall be permitted on any lot, parts of lots or acreage containing less than 800 square feet, exclusive of garages and porches. A trailer or mobile home shall be a minimum size of 10 feet by 45 feet. All dwellings or mobile homes shall have a minimum of 250 square feet of deck or porches, and each owner immediately upon completion of the residence or placing of the mobile home, shall expend a minimum of \$100 for foundation landscaping. All mobile homes shall be completely skirted with standard skirting material or other materials which must be approved by the developer. All dwellings shall be placed on permanent foundations. Exterior of each dwelling commenced shall be completed, together with all grading, within six months from date of first excavation. No two-story house shall be erected without the written approval of the owner, their successor or assigns, and the determining factor in said proposed two-story house shall be whether or not it substantially obstructs the view from adjacent lots and other dwellings. No structure shall have tar paper, roll brick siding or similar materials on the outside walls. No tents, shacks or similar structures shall be erected, moved or placed on the premises, and no outbuildings shall be permitted without the written approval of the subdivider.

SEWAGE DISPOSAL

All sewage disposal systems shall meet the minimum requirements of the Clean Water Commission of the State of Missouri.

SET BACK AND FREE SPACE

No family dwelling or mobile home or trailer shall be located on any tract nearer than 30 feet from the front street line, and 10 feet from the back and side lines of any lot, tract or parts of lots except back line which is on the Government Fee Take Line.

LOT AREA

No lot shall be subdivided to a smaller lot than originally platted.

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved over, along, under and through the above described property by the developer, their successors and assigns.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot or tract of land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, and all trash, litter, cans, bottles or refuse shall be carried away and not be permitted to accumulate, and shall at all times be kept in an enclosed container. No machinery, junk, old cars, or other types of litter shall be permitted.

ANIMALS PROHIBITED

No poultry, cows, swine, rabbits, sheep, goats or similar domestic animals shall be kept on any lot or tracts for any purpose except customary domestic household pets may be so kept that pets endangering the safety of others must be kept under restraint.

INDENTURE GRANTING OWNERSHIP OF WATER WELLS,
WATER DISTRIBUTION SYSTEM, PIPELINES OR
APPURTENANCES THERETO, ROADS, STREETS AND ALLEYWAYS

Developer proposes to develop the above described land for homesites for the construction of single dwelling homes and mobile homes, and for the use and benefit of subsequent owners of said lots and tracts of land, to drill one or more water wells thereon, equip the same with pumps, tanks and other appurtenances, lay water lines and construct a water distribution system, as well as to lay out and construct roads, streets or alleyways for the use and benefit of such purchasers and owners. As part of the consideration for the purchase of any lot or tract of land from the developer, the purchaser shall by reason of said purchase become the owner of an undivided interest in said water well or wells, water distribution system and roads, streets and alleyways in common with all other owners of any lot or tract of land contained in the above described real estate, provided, however, that such ownership shall run with the land, may not be sold separately, but shall become the property of each successive purchaser or owner of any lot or tract of land, it being the intent of this instrument to ultimately invest the entire control, operation, maintenance, care, repair and upkeep of said well or wells, water distribution system, roads, streets or alleyways in said property owners, and for their sole use and benefit.

As soon as the developer drills the well or wells and extends the water distribution system to a lot owner's tract, said lot owner shall pay developer a one time fee of \$350.00 for the right to use and the use of water from said water distribution system. In addition thereto, each lot owner shall pay the sum of \$10.00 per year for each lot, the maintenance of the streets, roads and highways within the confines of said above described property. No lot owner may drill his own well unless he has first given sixty days' written notice to the developer of his desire to use water from the water distribution system and the developer fails to extend the water distribution system to the lot within that time. If lot owner drills his own well, and installs his own water distribution system, he will not be required to hook on to the central distribution system when it is extended to his lot and will not pay the \$350.00 fee. Upon the sale of the first lot in the above described real estate and the extension of the above described water system to said lot, the first lot owner and additional future lot owners will assume the entire responsibility for the operation, repair and maintenance of said water system, well or wells, roads, streets and alleys. An annual meeting of all lot owners shall be held on the 1st day of July of each year in the County of Stone, State of Missouri, for the purpose of electing their own trustee or forming a lot owners' association. Each property owner shall be entitled to cast one vote for each lot or tract of ground owned by him and a majority

of the votes cast by those attending said meeting will be considered a quorum for transacting any business in connection with the operation, repair and maintenance of said water system, well or wells, roads, streets and alleys. Said lot owners shall have the right to institute a charge for the use of water from the water distribution system and shall have the right to raise or lower the annual fee for maintenance of the roads, streets or alleys.

For the purpose of this agreement, the developer shall not be considered a lot or tract owner, and shall not be responsible for the payment of the above stated fees on any lots not sold by the developer.

Each owner of any lot or tract of land contained in the above described real estate shall, by reason of said purchase or acquisition thereof, by gift or other means, consent by virtue thereof to the terms in the above and foregoing.

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, James R. Bates and Swann L. Bates, his wife; Loren Garrison and Exilee Garrison, his wife; and Don Garrison and Dixie Garrison, his wife, have subscribed their names on the day and year first above written.

James R. Bates
JAMES R. BATES

Swann L. Bates
SWANN L. BATES

Loren Garrison
LOREN GARRISON

Exilee Garrison
EXILEE GARRISON

Don Garrison
DON GARRISON

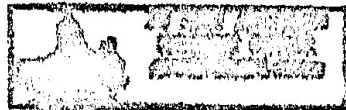
Dixie Garrison
DIXIE GARRISON

STATE OF Kansas)
COUNTY OF Johnson) ss.

BE IT REMEMBERED, that on this 28th day of October, 1974, before me personally appeared James R. Bates and Swann L. Bates, his wife, who are personally known to me to be the same persons who executed the above and

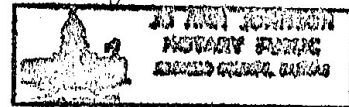
foregoing Declaration of Restrictions and Indenture Granting Ownership of Water Wells, Water Distribution System, Pipelines or Appurtenances Thereto, Roads, Streets and Alleyways, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.



My Commission Expires: August 21, 1977

J. Ann Johnson
Notary Public



STATE OF MISSOURI)
COUNTY OF STONE) ss.

BE IT REMEMBERED, that on this 4th day of November, 1974, before me personally appeared Loren Garrison and Exilee Garrison, his wife; and Don Garrison and Dixie Garrison, his wife, who are personally known to me to be the same persons who executed the above and foregoing Declaration of Restrictions and Indenture Granting Ownership of Water Wells, Water Distribution System, Pipelines or Appurtenances Thereto, Raods, Streets and Alleyways, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

James W. Crowder
Notary Public

My Commission Expires: July 1st. 1978:

STATE OF MISSOURI, } ss.
County of Barry. } IN THE RECORDER'S OFFICE
I, Arlie Spain, Circuit Clerk & Ex-Officio Recorder of Deeds within and for the County aforesaid, do hereby certify that the Instrument of writing herein recorded, with the exceptions thereon, was filed for record in said office on the 4 day of November, 1974, at 1 o'clock and 15 minutes P.M., and that the same is duly recorded in said office in book 276 for recording, page 4.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my said office, Done at Concord, Mo., 4 day of November, 1974.
Arlie Spain
Circuit Clerk & Ex-Officio Recorder of Deeds
Mary Ann Clark
Deputy