

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
“ESTATES” AT WILDWOOD  
NEWTON COUNTY, MISSOURI**

THIS DECLARATION made this \_\_\_1st\_\_\_ day of \_\_\_April\_\_\_, 2008 by Wildwood Ranch, LLC, a Missouri Limited Liability Company, , hereinafter referred to as “Declarant;

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain Property located in Newton County, State of Missouri, which is particularly described on Exhibit “A.” The Property shall be developed as part of a Master Planned Community and is to be referred to as the ESTATES AT WILDWOOD (“ESTATES”); and

**WHEREAS**, Declarant desires and intends to develop a low impact subdivision for the enjoyment and convenience of those who wish to live in the ESTATES. Each Parcel is designed to be utilized for a single family residence and to provide for the preservation of the natural amenities and values of the Property and to develop the Property consistent with and in harmony with the natural environment; and

**WHEREAS**, Declarant has deemed it necessary to establish covenants, conditions, and restrictions which are imposed upon the Property and each and every Parcel owner thereof and upon the use, occupancy, and enjoyment thereof, all for the purpose of enhancing and preserving the value, desirability and attractiveness of said Property.

**WHEREAS**, Declarant desires to maintain the Property in as natural a state as possible. Any use or activity conducted on the Property shall be of a nature as not to disturb the natural flora and fauna now existing on the Property. Wise stewardship of the Property shall be a prime consideration in any use of activity taking place on the Property, and

**WHEREAS**, Declarant hereby covenants, agrees and declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, equitable servitudes, and management policies set forth below.

**NOW THEREFORE, in** consideration of the premises contained herein, Declarant, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

**DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

(a) “Declarant” shall mean and refer to the Declarant herein above identified in the Declaration, and its successors and assigns.

(b) “Property” shall mean and refer to the real estate contained within the boundaries of the Estates subdivision at Wildwood Ranch, located in the Newton County, Missouri according to the surveyed plats thereof. The Declarant reserves the right in its absolute discretion to determine what if any additional parcels shall be subject to this Declaration.

(c) “Parcel” shall mean any lot shown as a separate parcel on any of the surveyed plats within the Property.

(d) “Dwelling” shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person or family.

(e) “Building or Structure” shall mean anything constructed, the use of which requires a fixed location on the ground, or permanent foundation, but not including fences, sidewalk or driveways or retaining walls.

(f) “Garage” shall mean an attached portion or part of the main building or a separated accessory structure for parking and /or storage primarily of motor vehicles.

(g) "Exterior Structure" shall mean any structure or other improvement erected or maintained on a parcel other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, patio wall, privacy screen, boundary or retaining wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, tree house or other recreational or play structure.

(h) "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Parcel within the Property.

(i) "Building Site" shall mean and refer to a maximum of 20% of the Parcel, up to 2 acres of ground surrounding and including the Principal Dwelling structure.

(j) The word "shall" is mandatory.

(k) The term "used for" includes the meaning "designed for" or "intended for".

(l) "Lot lines" shall mean the lines bounding a Parcel as defined in the recorded surveyed plat of the Property.

(m) "Architectural and Environmental Committee" shall mean the committee comprised of the Declarant or its successors, assigns or any agent designated by the Declarant, and two (2) Owners other than the Declarant with duties described herein.

## COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

For the purpose of providing an orderly development and a living area for the co-existence and harmony of man and nature and for the further purpose of providing adequate covenants, and conditions, restrictions and easements for the benefit of the Declarant, the Property and the Owners, the following covenants, conditions, restrictions and easements are hereby imposed on the Property and all Parcels therein:

### USE OF LAND

None of the parcels may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat, boarding house, rooming house, apartment house or other multifamily or multi-unit residential structure shall be constructed. Only non-residential structures or other improvements on the Building Site that are ancillary to the single-family, private residential use of the Parcel may be erected thereon. No more than one single-family residence shall be located on any parcel; however a single guest house for non-continuous occupation may also be built on the Parcel. All residences shall be of new construction on-site; no residential building which has previously been at another location shall be moved onto any Parcel, and no "prefabricated", "modular" or "manufactured" or otherwise pre-assembled or pre-constructed homes shall be permitted. No camper, trailer, mobile home, vehicle, tent, outbuilding, Exterior Structure of any other apparatus or structure whatsoever except the herein described permanent residence shall at any time be used for human habitation, temporarily or permanently, nor shall any residence or other structure or improvement of a temporary character be erected, moved onto or maintained upon any of such Parcels.

Nothing herein shall prevent the Declarant or others (including, without limitation, builders and real-estate sales agencies) authorized by the Declarant from using temporary buildings or structures or any residences for model, office construction, sales or storage purposes.

Nothing herein shall prevent the a contractor hired by an Owner from having a temporary structure on a Parcel's Building Site during active construction for the purpose of facilitating that

construction, such as the storage of tools and supplies.

## AGRICULTURAL USES

By acceptance of the deed to a Parcel within this development, each Parcel Owner, their heirs and assigns, hereby acknowledges that Parcels 117, 118, and 119 of the Estates, will be allowed to use Parcels for limited agricultural operations. Owners of Parcels 117, 118, and 119 may raise cattle, or horses (limited to no more than 1 cow/calf unit per each 3 acres and/or no more than 1 horse per 10 acres) on the Parcels, as well as conduct normal farming operations limited to organic grain farming. Mass breeding of pigs, hogs, turkeys, chickens, or any other animal will be prohibited. The agricultural uses will in no way cause interference with the use and enjoyment of the other property Owners. Agricultural Parcel Owners will control odor, dust, and drift of organic herbicides or organic fertilizers. In order to control the population of deer and other wildlife in the "Estates" the Owner's of Parcel 117, 118 and 119 may hunt with conventional bows (no crossbows) on their property for personal use only. All Parcel owners accept the limitations on agricultural uses of these Parcels and agree to the operations affecting the Parcels.

## DWELLING SET BACK

Dwelling shall be setback from the street right-of-way a minimum of seventy five (75) feet.

No Dwelling or Exterior Structure shall be located closer than sixty (60) feet to any side Lot Line of a Parcel unless written approval of the Owner of the adjacent Parcel is obtained. If a Parcel is held by the Declarant in a Wilderness Easement, no Dwelling or Exterior Structures may, without prior written approval of the Architectural Committee, be erected a distance closer than sixty (60) feet from any side Lot Line of that Parcel.

## DWELLING SIZE

The size of the main dwelling shall comply with the following parameters:

1 Story Dwelling: a minimum of 3000 sq. ft.

2 Story Dwelling: a minimum of 4000 sq. ft.

With a minimum of 3000 sq. ft. on main floor

## FRONTAGE AND FENCING

All Dwellings and/or buildings shall be located on the Building Site that shall be in area that renders itself to be esthetically pleasing and shall, if visible from the street, face or present a good frontage to the street on which the Parcel fronts.

If the Dwelling is visible from the street, no fencing shall be constructed closer to any street than the front (or side) of the Dwelling facing such street. Chain link fencing is prohibited anywhere on the Property or any parcel thereof. Wood, decorative or ornamental iron fencing neat in appearance shall be allowed around swimming pools and play areas for children, but so that such fencing abutting a street. All fences shall be constructed within the confines of the Building Site as described herein. Any such decorative fencing shall be limited to a height not to exceed six (6) feet.

To preserve the natural openness of the rolling hills and so as not to interfere with the movement of wildlife living in the area, fences around perimeter property lines are not allowed, with the exception of Parcels 117, 118 & 119; that may be used for limited Agricultural operations.

## EXTERIOR STRUCTURES

Exterior Structures shall correspond in style and architecture and be constructed of the same exterior wall and roof materials as the residential Dwelling. No Exterior Structure shall exceed the main building in height or floor area. No above ground swimming pools shall be permitted. All outside dog houses and other animal shelters or runs shall be located so as to not be visible from the street or as not to interfere with an adjacent Owner's enjoyment of their Parcel, and shall be painted the finished in the same style and color as the Dwelling and shall have roofing that is compatible with the Dwelling.

#### SUBDIVISION AND CONSOLIDATION

No parcel may be subdivided or consolidated without the prior written consent of the Declarant, and no boundary line of any parcel may be relocated or altered without the prior written consent of the Declarant.

#### ARCHITECTURAL AND ENVIRONMENTAL REVIEW COMMITTEE-PURPOSE, COMPOSITION, AND APPROVAL

The Architectural and Environmental Review Committee shall be composed of the Declarant, its successors, assigns, or any agent designated by the Declarant in writing and two Owners other than the Declarant.

The purpose of the Architectural and Environmental Committee is to oversee the protection of the Wildlife Easement and balance the Owner's use of the Parcel outside of the Building Site with the purpose and intent of this Declaration which is to maintain the Property's harmony with its topography and to minimize the human impact on the natural flora and fauna of the Property outside of the Owner's Building Site.

Outside of each Parcel's Building Site and except as specified in the Wildlife Easement section, no dwelling, building or structure, accessory structure, fence, wall, swimming pool, tennis court, awning, patio cover, patio balcony, porch, driveway or any other improvement or structure shall be commenced, constructed, placed, moved, altered, removed or maintained upon the Property nor shall any other exterior addition or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, landscaping plan, and any other proposed form of change shall have been submitted to and approved in writing by the Architectural and Environmental Review Committee.

#### COMMENCEMENT AND COMPLETION OF CONSTRUCTION

No time frame for commencement of construction shall be imposed by Declarant, but once construction has started it shall be continuously worked on until completion. Baring extraordinary circumstances construction should be completed within twenty-four (24) months after the commencement of construction.

#### WELLS AND SEPTIC SYSTEMS

All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank system constructed by the Owner utilizing a licensed septic system professional and shall be designed to meet any state, county or municipal regulations. Said professional must obtain all governmental permits and approvals prior to commencing construction and ensure that all inspections are passed. All systems are to be of the closed type.

All wells on the Property shall be drilled by the Owner utilizing a licensed professional and the well shall meet any state, county or municipal regulations. Said professional must obtain all

governmental permits and approvals prior to commencing construction and ensure that all inspections are passed.

## EASEMENTS

On easements and rights-of-way shown on the Surveyed plats of the Property which are recorded, the Declarant shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable television lines and other utilities, and to give or grant rights-of-way or easements therefore, over, under, upon and through them. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Declarant and all Owners of the Property. No building or other permanent structure shall be erected or maintained in the right-of-ways.

## WILDLIFE EASEMENTS AND RESTRICTIONS

Other than the Building Sites of each Parcel, all Property shall have a Wildlife Easement attached to it. The purpose of this easement is to encourage the existence and allow the unrestricted movement of native wildlife on the Property. The Wildlife Easement shall be used only for recreational and related activities and uses including, but not by way of limitation to hiking and picnicking. The Easement hereby granted is for the use and benefit of all Owners (and Dependents) of Parcels. Any improvements in the Wilderness Easement shall be designed to be harmonious with the topography of the parcel and the spirit of the Wildlife Easement. Improved foot paths or walking trails shall utilize natural materials harmonious to the native environment of the Parcel. One (1) open pavilion or gazebo no greater than twenty (20) by twenty (20) feet and not visible from the street, is allowed and must likewise utilize similar materials and have a design which complements the topography and does not interfere the purpose of the Wildlife Easement. Placement of benches which complement the topography and do not interfere with the purpose of the Wildlife Easement is also allowed. Any other improvements, including the construction of fencing, in the Wildlife Easement may not be constructed without prior written approval of Architectural and Environmental Committee. No Motorized vehicles, all-terrain, bicycles of any kind shall be allowed on Wildlife Easements with the exception of Agricultural parcels 117, 118, & 119. Nothing herein shall prevent the Declarant or assignees authorized by the Declarant from temporary use of motorized vehicles in this area to further development of Property.

No hunting, trapping, or other activities involving the killing or capture of wildlife shall be permitted except on those Parcels designated for Agricultural Use. On Agricultural Use designated Parcels, Owner's will be allowed to use conventional bows only (no crossbows), in an effort to control population of deer and other animals.

## MISCELLANEOUS PROVISIONS

Outside of the Building Site, Owners shall not clear the Property of other than dead trees or plant anything other than native replacement flora on the wildlife easement (except Parcels 117, 118, 119) unless it has been recommended by the Missouri Department of Conservation, without approval of the Architectural Committee.

No livestock, poultry or other animals of any kind shall be raised, (with the exception of Parcels for Agricultural Use) bred or kept on any Parcel with the exception of common household pets. Dogs or Cats and other common household pets may be kept so long as they are not bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. All exterior dog pens must be enclosed on at least three sides with a 6 ft privacy fence or continuous hedge fence. Open side of fence must face Owner's Dwelling and be located on the Building Site.

No Parcel shall ever be used, and no residence or Exterior or other improvement shall ever be placed, erected, or used, for business, professional, trade or commercial purposes on any Parcel. Home offices for the use of occupants of the residence on a Parcel shall be permitted, provided that such use is not visible from outside the residence and that the public, customers, clients, patients or other business invitees or guests are not received there for business or commercial purposes other than on an incidental basis in connection with social functions.

No noxious or offensive activity shall be carried on with respect to any Parcel, nor shall any trash, ashes or other refuse be thrown placed or dumped upon any Parcel, Street or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Parcel in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

No building of any kind or character shall be placed or stored on any Parcel until the Owner thereof is ready to commence improvements and then the material shall be placed within the Property line upon which the improvements are to be erected and shall not be placed in the streets or utility easements.

All construction activities, materials and debris shall be confined to the Building Site as described herein on which the construction occurs.

No Building shall be placed, nor shall any material or refuse be placed or stored outside of the Building Site as described herein.

Except during construction, No commercial vehicles, machinery or equipment shall be parked, left or stored on any Parcel or street for more than an eight hour period. This does not include an Owner's private vehicle such as a pickup truck that is used as private transportation in addition to business. Any personal trailer, bus, van, camper, recreational vehicle(also called a mobile home), boat, boat trailer or other mobile apparatus of any nature or kind whatsoever shall not be parked, left or stored on any Parcel where it would be visible from the street or interfere with adjoining Owners enjoyment of their Parcel. In no event shall there be any overnight parking of tractor-trailer units on any Parcel or on any street.

All telephone, electrical power, and other receiving or transmission lines (except Parcels 117, 118, 119) shall be placed underground except that such lines on poles shall be permitted (1) in the care of major lines to areas of Estates as the Declarant deems appropriate and (2) where it is determined that underground lines are unreasonably expensive or otherwise impractical. No Parcel Owner shall demand or require that utility service be supplied or furnished to building or structures located on any Parcel through or from overhead wire facilities so long as service is available from an underground distribution system.

Excessively noisy vehicles of any kind, all-terrain vehicles, trail-bikes, helicopters, aircraft or motorcycles shall not be used anywhere in the Estates.

No antenna, television, radio, citizens' band, short wave or other antenna, or any satellite dish or receiver dish or other projection shall be attached to the exterior of any residence or erected on any portion of the Parcel in such a location as to interfere with adjoining Owners enjoyment of their Parcel. No lights or other illumination shall be higher than the roof line of the residence.

No Parcel or combination of Parcels shall be re-subdivided or re-platted without the permission of Declarant. No Parcel shall be sold or conveyed except as a whole as described on the Surveyed plat of the Property.

No fuel storage tanks other than for LP gas and enclosed permanent back-up generators, of any kind, above or below ground, shall be permitted except on those Parcels designated for Agricultural Use. On Agricultural Use designated Parcels, small fuel storage facilities are allowed for their agricultural use so long as they are not visible from the street and do not interfere with adjoining Owner's enjoyment of their Parcels.

No mailbox or standard therefore shall be erected or installed without the prior approval of style, material, construction and location being granted by the Architectural Committee.

In the event of vandalism, fire, windstorm or other damages, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than three (3) months barring extraordinary circumstances.

All exterior coverings and roof shall be harmonious with the topography and flora of the Property and shall be uniform throughout the structures on a Parcel.

Within six (6) months following completion of construction of the Dwelling, Owner thereof shall landscape the "Building Site" to the same standards as those generally prevailing throughout the Property. Nothing herein restricts an Owner from landscaping part or his entire Building Site so as to blend with the surrounding Flora and topography of the Wilderness Easement.

The construction or maintenance of signs, billboards or advertising structures of any kind on any Parcel is prohibited, except that one sign or billboard advertising the sale of the Parcel, or signs used by builder to advertise the property during construction are permitted provided such sign does not exceed six (6) square feet in size. A sign of larger size to advertise the development may be erected by the Declarant.

Nothing herein shall be construed as to discourage or prohibit the use and implementation of "green" building practices by Owners so long as they do not interfere with the enjoyment and use of other Owners Parcels. The use of natural building materials and methods, architectural designs, and alternate energy sources, such as solar energy and wind power are explicitly allowed.

The Declarant reserves the right to waive or modify any of the above prohibitions set forth under Miscellaneous Provisions as to any Parcel or Parcels and such waiver shall bind the Declarant, successors, assigns and transferees. A waiver in the manner set forth as to any particular Parcel or Parcels shall not release the prohibitions in this section as to any other Parcel. Invalidation of any one or more of these covenants or restrictions by judgment or a court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

#### NO LIABILITY FOR APPROVAL OR DISAPPROVAL

Neither the Declarant, nor any member of the Architectural and Environmental Committee shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions or guidelines.

#### RIGHT TO ENFORCE

The Restrictions herein set forth shall run with the land and bind whosoever hands any of the Property shall come, for the benefit of all the land in the Property. The Declarant, and its respective successors and assigns and grantees and all parties claiming by through or under them shall conform to and observe said restriction as to the use of the said Parcels and the construction of improvements thereon. The Declarant, its successors and assigns, the Owner of any of the Parcels,

shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to pursuing any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. In the event Declarant or the Owner of any Parcel deem it necessary to enforce these restrictions against any person or entity, such person or entity shall be required to pay reasonable attorney's fees and court costs if the Declarant or Owner prevails in the action to enforce these restrictions.

#### DURATION, RELEASE AND MODIFICATION OF RESTRICTIONS

The provisions of this Declaration shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that Declarant or its designated representative, may release all of the Parcels from all or part of such provisions at the expiration of the initial period or at the expiration of any extension period by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose at least two (2) years prior to the original expiration date or to a subsequent expiration date whichever is applicable. The provisions of this Declaration may be amended, modified or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement signed by both (a) seventy-five percent (75%) of the Owners (excluding therein the Declarant if it is then an Owner) of a simple majority of the Parcels (excluding those owned by the Declarant) within the Property as then constituted and (b) the Declarant if it is then an Owner.

#### EXTENSION OF PROPERTY

The Declarant shall have, and expressly reserves, the right, from time to time, to add to the existing Property and to the operation of the provisions of this Declaration such other adjacent lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof, provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Declarant in good faith.

#### SEVERABILITY

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or any part thereof, but they shall remain in full force and effect.

#### DECLARANT'S RIGHT TO ASSIGN

The Declarant, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made its assigns or grantees may at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times, in the same way and manner as though directly reserved by them, or it in this instrument.

IN WITNESS WHEREOF, Declarant (Wildwood Ranch, LLC) has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.  
WILDWOOD RANCH, LLC

BY: \_\_\_\_\_  
MANAGING MEMBER

Exhibit A

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