

\$81.00

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Joplin, Mo. 64804

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Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2014-00005821
BK **363** PG **5772**



Ch. #2936

(space above reserved for Recorder of Deeds Certification)

1. Title of Document: Declaration of Covenants, Conditions and Restrictions for "EQUESTRIAN ESTATES" at Wildwood Ranch, Newton County, Missouri
2. Date of Document: August 28, 2014
3. Grantor(s): Wildwood Ranch, LLC, a Missouri Limited Liability Company
4. Grantee(s): The Public
5. Mailing Address(s): 1032 Antelope Road, Joplin, MO 64804
6. Legal Descriptions: See Exhibit "A"
7. Reference Book and Page(s)

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

THIS DECLARATION made this 28 day of AUGUST , 2014 by Wildwood Ranch, LLC, a Missouri Limited Liability Company, , hereinafter referred to as “Declarant;

WITNESSETH:

WHEREAS, The 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 EQUESTRIAN ESTATES AT WILDWOOD (“EQUESTRIAN ESTATES”); and

WHEREAS, The Declarant desires and intends to develop a low impact agricultural neighborhood for the enjoyment and convenience of those who wish to live in a rural environment, where a limited number of farming activities are allowed. Each Owner, by acceptance of the deed to property within the EQUESTRIAN ESTATES acknowledges that they are moving into an area where the property owners have the right to maintain a limited number of animals, and grow fruit and vegetables, as described within on their property.

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.

WHEAREAS, 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 EQUESTRIAN ESTATES neighborhood 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 or exclusions of 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, farming equipment and such.
- (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, barn, stable, 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 25% of the Parcel, up to ¼ 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) **“Home Owners’ Association”** referred to as the **“Association”** is a non for Profit Corporation shall determine a reasonable yearly assessment for the purposes of enforcing the covenants, conditions and restrictions set forth in this document.
- (n) **“Architectural and Environmental Committee”** shall mean the committee comprised of the Declarant or its successors, assigns or any agent designated by the Declarant.

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:

DESIGNATION OF USE

None of the parcels may be improved, used or occupied for purpose 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. 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 or 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 residence for model, office construction, sales or storage purposes.

Nothing herein shall prevent the a contractor hired by an Owner from having a temporary

