

# **Charles “Chuck” & Kay Golden**

**Presents:**

## **Golden Hills Equine Community**

Golden Hills Equine Community is a master planned community to bring back family values to our living environment. It is an Equine Community where people dream of building their new home becomes a reality. It is here.....Golden Hills Equine Community! A community where each family and each individual is important and respected. The dream of someday is TODAY at Golden Hills Equine Community. Live your dream, the American Dream. Join us today at Golden Hills Equine Community, Phase IIA&B.

### **GOLDEN HILLS EQUINE COMMUNITY PHASE IIA&B DECLARATION OF COVENANT USE RESTRICTIONS, CONDITIONS AND DURATION ENFORCEMENT**

#### **Section 1. Declaration**

**THIS DECLARATION** is made on this \_\_\_\_day of \_\_\_\_\_, 200\_\_, by **CHARLES “CHUCK”** and **KATIE GOLDEN**, hereinafter referred to as the “Declarant”.

**WHEREAS**, Declarant is the owner of that certain real property situated in Texas County, Missouri described on those plats entitled “Golden Hills Equine Community Phase IIA&B” copies of which are attached hereto as Exhibit GH-IIA&B; and

**WHEREAS**, Declarant desires to convey the lots within the development subject to certain conditions, covenants and restrictions as hereinafter set forth.

**NOW, THEREFORE**, Declarant hereby declares that the real property depicted on the aforesaid plat shall be held, sold and conveyed subject to the following covenants and conditions. The covenants and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in and to all said real property.

## **Section 2. Definitions**

- 2.1 Developer shall mean and refer to Charles “Chuck” Golden and Katie “Katie” Golden their successors and assigns.
- 2.2 Properties shall mean and refer to the real property herein described and any such additions thereto as may hereafter be brought within the jurisdiction of the Developer.
- 2.3 Roadway shall mean the right of ways or roads owned by the Developer for the common use of the property owners.
- 2.4 Tract shall mean and refer to any one of the residential lots designated and described upon the aforesaid plat being offered for the sale by the Developer.
- 2.5 Plat shall mean the plats referenced above and which have or will be recorded in the office of the Recorder of Texas County, Missouri.
- 2.6 Development shall mean all real property described in Phase IIA&B of Golden Hills Equine Community.
- 2.7 Community shall mean all real property described in Phase IIA&B of Golden Hills Equine Community.
- 2.8 Equine or Equestrian Trails: shall mean those trails or pathways maintained for horse or foot traffic that are a part of the Golden Hills Equine Community Phase I and set aside by easement for such use.

## **Section 3. Covenants, Conditions and Restrictions**

1. No five acre tract may be divided in any way or attempted to be conveyed by any owner as less than five acres. It is permissible for an owner to use more than five (5) acres for ones residential site but no site may be sold or conveyed in any way to consist of less than five (5) acres or to accommodate more than one (1) residence.
2. No off-site manufactured home or modular home shall be placed, installed or erected on any tract of land in Phase IIA&B for any purpose permanent or temporary.
3. Each residence shall have a minimum ground floor living area of 1,200 square feet.
4. No commercial business activity may be conducted on any tract within the community. No kennels or other animal production activities are allowed.

5. No noxious or offensive activity shall be conducted or carried out in the community which constitutes an annoyance, nuisance or eye sore to the other owners as determined by the Developer.
6. No owner (or any party acting on an owners behalf) shall dig, grade, plow, clear or otherwise alter the surface existing on a parcel at the time of its purchase in such a way as to interfere with the natural course of drainage or divert the natural drainage thereon to flow onto adjacent parcels or cause the surface to be carried by the elements onto adjoining parcels.
7. Fencing Requirements: Only white post and rail or black post and rail or approved equal shall be allowed. If wire fencing is needed to go along with the post and rail fencing then said wire may extend only half-way up the post and rail fence from the ground level. Side and/or rear fences shall be set back eight (8) feet from the property lines to provide easement to the riding trails.
8. Tree Cutting: Clear cutting is not allowed. Owners shall leave some trees for shade.
9. Set Backs: Fronts setbacks shall be a minimum of fifty (50) feet from the edge of the road easement and side setbacks shall be fifty (50) feet from the neighboring property. The side setback may be altered if allowed and approved by the adjacent property owner and the Developer in writing. Setbacks for cul-de-sacs properties shall be 100 feet.
10. Only horse, mules, donkeys or other animals approved by the Developer are allowed on any trail. No dogs, no cats or any other animal except stated above are allowed on the equestrian trails. No exceptions. Dogs and cats must be confined to the owner's tract except when walking them on a leash. No motorized vehicles allowed on equestrian trails including but not limited to ATV's and motorcycles except those used by the Developer for maintaining the trails. Wagons and carts pulled by an animal are allowed as long as the trail is accessible for the wagon or cart. Golden Hills Resort and Trail Rides shall have the right for all their guests and employees to use the trails for equine and foot traffic. The Developer will pay a portion of the maintenance costs for maintaining the trails.
11. Building Restrictions: Homes shall be constructed in the country living theme. Buyer or owner is to submit plans to the Developer for approval including exterior colors before construction.
12. All barns or other buildings erected on property must be approved by the Developer.
13. Each tract must be kept neat and clear of junk cars or any unsightly materials. Each yard must be kept mowed, edged and manicured at all times.

14. A maximum of three (3) horses or animals will be allowed for each five acre tract. On tracts larger than 5 acres an additional horse (1) is allowed per additional two (2) acres.
15. A current Coggins test is required for all horses and all State of Missouri laws must be complied with.
16. One (1) year maintenance dues are free with the purchase of a tract(s) to the first time owner only. After one (1) year a maintenance fee of \$125.00 for each 5 acre tract will apply and \$25.00 for each additional acre. The maintenance fee is for maintaining trails, roads and etc. See attached Rider A.
17. A thirty (30) foot right of way or easement is required for electric lines to be installed. If electric is run in front, side or back of owner's property it will be required to give a thirty (30) foot right of way or easement in writing for this purpose.
18. Horse trailers, motor homes, camper, recreational vehicles, trailer, etc. are not allowed on any tract except inside an enclosed storage building constructed to the Developers approved standard or parked by barn or back completely out of sight.
19. Any and all horses transported onto the grounds must produce for inspection a current negative coggins test to the development office. No current coggins, horses or mules will be denied access to the property.
20. All culverts (tin horns) into each property must be approved by Developer before placement.
21. There will be no single wide mobile homes, manufactured homes, double-wides, modular homes or any prefabricated home placed on any tract for residence, storage, rental or any other usage permanent or temporary.
22. The Developer reserves the right to erect signs. No other persons shall erect any sign except those approved by the Developer. Signs shall not exceed twenty-four inches by thirty inches (24" X 30") except for next phase development signs. Sign must be neat, clean and made of wood or metal.
23. In case of complete or partial destruction of any structure by fire, wind, storm or any other means, the involved structure must be rebuilt or the debris completely cleared away from the premise within six (6) months of the occurrence.
24. All tracts shall have twenty-five (25) feet in front or side as an easement for road purpose and eight (8) feet from the side or back for trail easement, or in some properties twenty-five (25) on two or more sides of roads and 8 foot on two or more sides of property for trails.

25. All improvements to land or exterior of any residence or building must be submitted in writing to the Developer for approval.
26. Once construction has begun on any residence, the owner or builder has 365 consecutive days to complete the project or severe fines will occur.
27. The Developer will not permit camping except in designated areas.
28. Hunting from any designated road or easement is prohibited. Hunting, discharge of firearms or fireworks within the boundaries of Phase IIA&B development is prohibited. Hunting discharge of firearms or fireworks anywhere on Golden Hills property is prohibited, any violation will be prosecuted to the full extent of the law.
29. The property is being developed with a fifty (50) foot easement for roads to comply with county standards, 100 foot for cul-de-sacs. These roads shall remain private roads with Charles "Chuck" and Katie "Kay" Golden retaining complete control over maintaining the roads. See attached Rider A.
30. Approval of proposed improvements shall be based on the best judgments and discretion of the Developer to insure that all proposed improvements conform and harmonize with all existing improvements on the property as to external design, quality, and type of construction taking into consideration the color, size, height, grade, finished ground elevation and conformity of the improvements to the general plan and extent of declaration. Each property owner will be responsible for their own electric, water, gas, septic system or lagoon.
31. The Developer or any owner of a tract aggrieved by violations of these restrictions may proceed at law or in equity against violators for relief from or damages on account of such violations and the prevailing party in any litigation over such violation(s) shall be entitled to costs, including reasonable attorney fees.
32. Equine Law: Under the Missouri Law on equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.
33. Charles "Chuck" and Katie "Kay" Golden their employees, agents, Golden Hills Resort, or heirs is not responsible in the event of injuries or death on trails or roads, road ways or any activities on property owned by Charles and/or Katie Golden or any phase of Golden Hills Equine Community. Charles and Katie Golden will not be responsible for any act which occurs on trails or roads. Charles and Katie Golden although maintaining roads and trails on Golden Hills Equine Community is not responsible for floods, ice, snow or any acts of God or nature that may occur.

**Section 4: Severability**

If any provision of this agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this agreement or the application of such provision to persons or circumstances other than those as to which is held invalid shall not be affected thereby.

**Section 5: Durability**

These restrictions shall be binding upon developer(s) and all persons and parties for a period of twenty (20) years from the date this declaration is recorded after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by a two thirds (2/3) majority of the then owners of said tracts and recorded to rescind or change restrictions in whole or in part.

Golden Hills Equine Community a master plan by

\_\_\_\_\_ and \_\_\_\_\_

Charles Golden, Developer

Katie Golden, Developer

STATE OF MISSOURI )

) ss.

)

County of Texas

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by CHARLES "CHUCK" GOLDEN AND KATIE "KAY" GOLDEN.

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\_\_\_\_\_ (print)

Notary Public for the State of

Missouri