

16
RECORDED NOVEMBER 1, 2001 BK 428 PG 16 NO 391325 AUDREY KOLTISKA, COUNTY CLERK

RECORDED OCTOBER 26, 2001 BK 427 PG 668 NO 390735 AUDREY KOLTISKA, COUNTY CLERK

Declaration of Covenants, Conditions and Restrictions

This Declaration of Covenants, Conditions, and Restrictions is made on this the 1st day of August 2001 by John and Hillary Gaviotis, husband and wife, hereinafter referred to as "declarants".

Witnesseth:

Declarants are the owners of the real property described as "The Old 7 Up Ranch" located on Highway 14E. Declarants intend by this declaration to impose upon the property, certain restrictions for the benefit of the owners of the property herein described.

Now thereafter, Declarants hereby declare that all of the property on The Old 7 Up Ranch shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of and which shall run with the real property described in Exhibit "A" and which shall be binding on all parties having any right, their heirs, successors in title, and assigns and shall inure to the benefit of each owner thereof.

The Said Covenants, Conditions and Restrictions are imposed upon the lands set forth in the plat and an obligation or charge against the same for the benefit of each and every owner, present and future, during the term hereof and said covenants, conditions and restrictions, which are imposed upon said tract are as follows:

It is the intention of the Declarants that the land described as The Old 7 Up Ranch located on Highway 14E hereof be maintained as an agricultural property with residential provisions. The purpose of the following covenants is to protect the present natural beauty, growth, native setting and surroundings insofar as possible in connection with the uses permitted by this document.

This instrument is re-recorded to include the legal description, omitted from that instrument recorded October 26, 2001, Book 427, Page 668.

1. Residential Restrictions

The land shall be used for agricultural, family, recreational and residential purposes. No business, industrial, or commercial enterprises shall be conducted upon the land. Land cannot be used to house or store commercial or industrial equipment and land cannot be used as a base of operation in any commercial or industrial capacity. Livestock shall be allowed in as much as is deemed appropriate to not over-graze the land. No swine or goat production will be allowed as well as no feed lot operations. Dogs will be allowed as family pets only. No sled dog teams or kennel operations will be allowed.

2. Single Family Residences

All buildings erected on the land shall be detached single family dwellings with the necessary outbuildings or garages. The principal residences shall have a minimum of 1,200 square feet of ground floor for multi-story houses with a total minimum of 1,200 square feet for single level houses.

No further subdivision of parcels will be allowed, with less than 35-acre totals. Regardless of county zoning regulations, no divisions of less than 35 acres is permitted.

Mobile homes and doublewide homes are prohibited. A mobile home is defined as a living unit manufactured with an integral towing device or wheels. It does not lose its status as a mobile home by the removal of the towing device or wheels. Recreational vehicles may not be utilized as living quarters upon the property for more than 28 days per year, except during construction. Any RV trailer used for living quarters must be removed upon completion of project or 18 months maximum.

Only modular homes qualifying with U.B.C. codes will be allowed. No H.U.D. standard modulars will be allowed. A minimum roof pitch of 4/12 will be required. Siding will consist of natural wood, non-reflective steel, masonite or masonry. No vinyl siding will be allowed. Colors are to be of an earth tone.

Each principal residence is allowed only one guesthouse per property. Guesthouses will be a maximum of 1,200 square feet. Architectural plans must be submitted prior to any construction to a design review board. The board will consist of all the property owners of the subdivision and no construction will begin without approval of the plans. Plans must receive approval of 100% of the design review board.

All principal residences shall be placed within the designated building envelope.

All construction of the residences must be completed within eighteen months of commencement.

Geodesic domes are specifically prohibited.

3. Restricted Uses

A fence, corral or enclosure that is sufficient to restrain them shall confine all livestock.

The owners of the land shall follow a proper weed control procedure to prevent weed infestation. Proper husbandry of the land must be maintained to prevent over grazing or erosion of the soil. If it is determined that over grazing or erosion is threatened to occur, the violator may be ordered to limit or cease the activity causing the same. Failure to comply with such an order constitutes a breach of this covenant.

The use of any portion of the land as a dumping ground for rubbish, trash, garbage, metal or other waste is prohibited with the exception of brush limbs, trees, wood and yard refuse to be eliminated in a control burn at least once annually.

No trash, garbage, metal and other waste shall be allowed to accumulate on the land. Refuse shall be kept in sanitary containers. Containers shall be maintained in wind resistant shelters. No junk or unlicensed vehicles, inoperable machinery, equipment or abandon trailers shall be stored on the property.

No commercial signs of any kind may be placed upon the land except one sign to sell the property.

Excavation for stone, gravel, or dirt is prohibited. Excavation for construction is permitted.

All exterior lighting is to illuminate downward so as not to shine or glare toward any neighbor.

The terms and conditions of this paragraph shall be enforced pursuant to the provisions of Paragraph seven.

4. Utilities

All utilities shall be placed underground. The owner of each tract shall be responsible for the installation of underground utilities on their tract. The cost of said installation shall lie with the owner of the said parcel. Any utility poles and wires placed above ground at the time of the filing of these declarations are excluded; specifically those on the Declarants' land.

5. Modification

This Declaration of Covenants, Conditions and Restrictions may be modified or amended by agreement of 100% of the landowners.

6. Enforcement

Any owner of a portion of the land described as The Old 7 Up Ranch located on Highway 14E shall have the right and authority to determine compliance with the Covenants, Conditions and Restrictions contained herein. Said owner shall give written notice to the owner of the property of a violation or breach of covenant. Said owner shall then have ten (10) days after receipt of said notice to correct the violation. If said violation is not corrected within the ten-day period, the said Owner may commence action to enjoin the violation of any of the Covenants herein. The violator, in addition to any costs imposed by the court, shall be liable for all attorneys' fees and costs incurred by the said party bringing such action.

7. Duration

This Declaration of Covenants, Conditions and Restrictions is to run with the land and be binding upon all parties and persons claiming under them for a period of twenty-five years from the date of recording of the same in the Office of the Sheridan County Clerk, Sheridan County, Wyoming.

8. Severability

In the event any provision of the Covenants, Conditions and Restrictions contained herein is invalidated by a judgement or court order, the remaining provisions shall remain in full force and effect.

In Witness whereof, the declarants have executed the Declaration of Covenants, Conditions, and Restrictions, this 15 day of October, 2001.

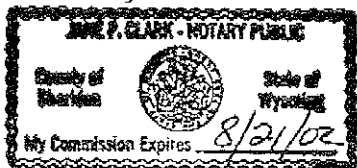
[Handwritten Signature]

John Gaviotis, Declarant

[Handwritten Signature]
Hillary Gaviotis, Declarant

State of Wyoming
County of Sheridan

The foregoing instrument was acknowledged before me by John Gaviotis, this 25th Day of October, 2001.



[Handwritten Signature]
Notary Public

My Commission Expires: Aug 21, 2002

State of South Carolina
County of Richland

The foregoing instrument was acknowledged before me by Hillary Gaviotis, this 22 Day of October, 2001.

[Handwritten Signature]
Notary Public

My Commission Expires: May 21, 2011

