

STATE OF WYOMING)
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COUNTY OF SHERIDAN)

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RECORDED NOVEMBER 6, 1980 BK 252 PG 604 NO 803222 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that B. WARD MEANS and FAYE M. MEANS, husband and wife, of Sheridan County, State of Wyoming, are the owners of the real property described on Exhibit "A" attached hereto and made a part hereof, and hereby make the following Declarations as to limitations, restrictions and uses to which the above described real property may be put, hereby specifying that said Declarations shall constitute covenants running with all of the land as provided by law, and shall be binding upon all parties and all persons claiming interest to the above described real property under the makers of these presents, and for the benefit and limitation upon all future owners thereof, this Declaration of Restrictions being designated for the purpose of keeping and maintaining the use and development of said real property desirable, uniform and suitable as herein specified.

1. LAND USE AND BUILDING TYPE. Only new construction or alteration of existing construction shall be permitted. No property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any portions of the property other than a one (1) family dwelling, its associated out-buildings, and guest houses. No building shall be erected, altered, placed or permitted to remain on any lots other than a building which provides for a minimum square footage of 1,000 square feet on the main floor. No building shall be erected, altered, placed or permitted to remain which shall exceed a height of one and one-half stories or of a split-level type construction. No mobile home or trailer house of any kind or description shall be erected or placed or allowed to remain on the property except as provided as temporary residence during periods of construction; upon completion of construction any mobile home or trailer house so used shall immediately be removed from the property, that said temporary residence

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shall be used no more than one year from the entry upon the property regardless of whether or not the construction is completed on the residence.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any of the property until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior, design, and as to location with respect to topography and finished grade elevation. The exterior construction of all buildings and all grading incidental thereto shall be completed within 12 months from the date of issuance of a building permit as herein provided. All construction and alteration shall comply with the provisions of the following standard codes and their official amendments:

Uniform Building Code, current edition,
International Conference of Building Officials;
National Plumbing Code, current edition;
National Electrical Code, current edition;
National Fire Protective Association International.

and with such State of Wyoming building and safety codes as may be applicable to the property. Variance from the terms of such codes, and in substitution of applicable codes may be made only with the written approval of the Architectural Control Committee, hereinafter provided, having been first obtained.

3. BUILDING PERMIT. No building, structure, sign, fence or improvement of any kind shall be erected, altered, placed or permitted to remain on any of the property until the plans and specifications therefore, including plot plans, have been approved in writing and a building permit issued therefore as provided by the Architectural Control Committee.

4. THE ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee hereinafter constituted shall have the following duties and authority:

Approve plans and specifications, including plot plans, as being in conformity with the terms and conditions hereof and to issue building permits therefore; to grant variances of and make substitutions for building codes as provided herein and authorize variances of the terms hereof where necessary and not injurious to the adjacent property owners; authorize removal of trees; authorize the use of a temporary residence during construction as herein provided, and to enforce the terms hereof by appropriate legal action. A building permit granted by the Architectural Control Committee shall be conclusive evidence of the compliance with the terms hereof for the construction, improvement, alteration and use by the permit.

5. BUILDING LOCATION. No building shall be located on any of the property nearer than twenty-five (25) feet from the property lines. For the purposes of this Covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on property owned by one party to encroach upon property owned by another. With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer the property line than set-forth herein.

6. UTILITIES. All utilities, service lines and fuel storage tanks shall be buried. No rubbish, debris, ashes or trash of any kind shall be placed or permitted to accumulate upon the property of any party which is subject to these Restrictive Covenants. Service areas shall be screened from public view.

7. PROPERTY AREA RESTRICTIONS. Any property subject to these restrictive covenants shall not be sold in a parcel containing a land area less than two and one-quarter acres.

8. SIGNS. No signs of any kind or character shall be displayed to the public view on any of the property, except:

a. a sign advertising the premises for sale or rent or open for inspection, which shall not exceed a surface area of six (6) square feet.

b. a sign identifying the owner or occupant of a residence situated upon said premises, which sign shall not have a surface area exceeding two (2) square feet.

c. any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from the nearest residence, and away from the vision of the passing motorists.

9. EXCAVATION AND MINING PROHIBITED. No excavation for stone, sand, gravel or earth shall be made on any part of the land subject to these covenants, except such excavation as may be necessary in connection with the erection of approved improvements thereon. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted on any lot or tract.

10. FENCES. No fences may be erected on any property without the approval of the Architectural Control Committee. No other fences, hedges or walls shall be erected or maintained except to screen the service area, patio, swimming pools or other improvements directly related to the main structure which may be constructed upon said premises, and all such fences shall be limited to the materials prescribed for buildings herein and shall be a maximum of eight (8) feet in height.

11. NUISANCES. No noxious or offensive activities shall be carried on upon any of the property subject to these Covenants, nor shall anything be done thereon which may become an annoyance or nuisance to other property owners on land subject to these Restrictive Covenants. Provided further that all unworkable or defective automobiles are prohibited and are considered a nuisance and must be removed within ten days after notice by the Architectural Control Committee, and if not removed, the owners of the property are subject to a penalty of \$25.00 per day, payable to the Architectural Control Committee which penalty can be

assessed by the Committee by Affidavit and recorded as a lien against the property upon which the automobiles are located.

12. LIVESTOCK. Livestock may be kept on any lot or tract as agreed by the Architectural Control Committee. Those animals not approved by the Architectural Control Committee and are considered a nuisance and subject the property owners to a penalty as provided in paragraph 11 above, provided further that no hogs or goats are permitted on said property and that all stud horses are to be kept in a corral.

13. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of; B. WARD MEANS and FAYE M. MEANS, and each of the above named members shall serve for a term of five years, or until his or her successor shall be elected. In the event that any member of the Architectural Control Committee shall become deceased, fail or refuse to act or otherwise resign his office, then in such an event, his or her successor may be appointed by the three remaining committeemen.

Thirty days prior to the expiration of the term of office of the committee hereby appointed, said committee shall cause to be issued to each and every record owner of the property subject to these Covenants, notice of the expiration of the committees' term of office and within fifteen days thereafter said record land owner shall nominate and vote for four persons to serve upon said Architectural Control Committee during the ensuing term, and the four persons who shall receive the most numerous votes, shall be the committeemen for the ensuing term. Each record land owner of the land subject to these Covenants shall have one vote for each two and one-quarter acres owned by him. In the case of multiple owners of a single tract, then in such an event, a number of votes which the entire tract may authorize shall be equally divided between and cast by individually, each of such multiple owners.

14. Owner and its successor shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and to allocate and assess the costs for the improvement, maintenance and repair of all roadways. Upon the violation of any covenant, or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violator, who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Owner or its successor, may reenter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a court, shall be liable for all attorney's fees and costs incurred by owner.

15. In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

16. RENTAL PROHIBITED. No guest house or apartment constructed on any of the property subject to these Covenants may be rented as an individual unit.

17. AMENDMENT. At any time, a majority of the record owners of the property subject to these Restrictive Covenants, said majority to be determined by a determination of the total amount of property owned by said record owners, may agree to change these Covenants in whole or in part, or to remove these Restrictive Covenants, by a duly recorded written instrument.

IN WITNESS WHEREOF, the makers hereof have hereunto set their hands this 31 day of July, 1980.

B. Ward Means
B. Ward Means

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F. M. Means