

STATE OF WYOMING)
) ss
County of Johnson)

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DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
WINDING BROOK MEADOWS 1ST ADDITION
A SUBDIVISION IN SHERIDAN COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by RED, INC., a Wyoming Corporation, with its principal place of business in Sheridan County, Wyoming, hereinafter referred to as "Declarant";

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in Sheridan County, State of Wyoming, which is more particularly described upon the plat map as the same is filed for record with the County Clerk and Recorder of Deeds for Sheridan County, Wyoming, in connection with the designated Subdivision situate in Sheridan County, Wyoming, as the same is described in Exhibit "A", attached hereto and incorporated herein by reference, and;

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the Lots which comprise Winding Brook Meadows 1st Addition, pursuant to a general plan for the improvement and benefit of the subdivision for the betterment of the health, safety, and welfare of the owners and occupants of the Lots contained therein;

NOW THEREFORE, Declarants hereby declare that all of the lots of the subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of all of the Lots comprising Winding Brook Meadows 1st Addition and hereby specifying that these declarations shall constitute covenants, not merely personal, but covenants, the benefits and burdens of which run with all of the lots and which are binding upon all parties having any right, title or interest in the lots or any part thereof, their heirs, successors and assigns, regard-

less of how the interest is acquired and shall inure to the benefit of each owner of land in Winding Brook Meadows 1st Addition.

It is the intention of the Declarant that the lands located in this subdivision shall be developed and maintained as a highly desirable rural residential area. The purpose of these covenants is that the present natural beauty, growth, native setting, and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this Declaration.

These covenants are imposed upon the lands comprising the Winding Brook Meadows 1st Addition as an obligation or charge against the same for the benefit of each and every lot in the subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right to enforce these covenants in accordance therewith which are imposed upon each and every lot in this subdivision:

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DESIGNATION OF LOTS

A. The lots comprising Winding Brook Meadows 1st Addition are hereby restricted to residential and agricultural uses. No lot can be further subdivided or conveyed if the result of such subdivision or conveyance would result in any parcel of land (whether conveyed or retained) being less than ten (10) acres in size. In any event no further conveyance or subdivision of any lot shall be allowed without the prior approval of the Board of County Commissioners for Sheridan County, Wyoming.

B. No buildings shall be erected, altered, placed or permitted on any lot designated in the plat (or re-subdivision lot as approved by the County Commissioners of Sheridan County) other than one "single family residence", one "guest house" and

one or more "accessory building" as those terms are herein defined.

- (a) A "single family residence" is a detached building, not to exceed two (2) stories in height, designed for or used as a dwelling exclusively by one family as an independent house-keeping unit.
- (b) A "guest house" is an accessory building not exceeding 30% of the floor area of the single family residence on the lot designed and used exclusively for the housing of non-paying visitors or guests of the occupants of the single family residence on the lot.
- (c) An "accessory building" is a detached building, the use of which is incidental to the residential or agricultural use of the lot.

II.

DWELLING QUALITY AND SIZE

A. No "single family residence" shall be permitted on any lot, the floor area of the main structure, (exclusive of porches, basements and garages) of which is less than Thirteen Hundred (1,300) square feet for a one story structure or One Thousand (1,000) square feet for a building of more than one story, provided that the total finished living area of a split level or multi story dwelling shall be at least One Thousand Seven Hundred (1,700) square feet (exclusive of porches, basements and garages).

B. Every effort shall be made by lot owners to construct and maintain single family residences, guest houses, accessory buildings, fences and improvements that are aesthetically attractive and in harmony with the natural surroundings.

C. All buildings and roofing materials shall be of basic earth colors in harmony with the natural surroundings.

D. All construction within the subdivision shall be new, and no building or buildings may be moved from other locations onto the lots. No mobile home or homes with factory-installed axles or wheels, whether or not removable, may be placed upon any lot in the subdivision, provided however, that modular homes may be placed upon said lots provided that said homes are mounted on permanent foundations or basements and do not have

flat roofs and otherwise comply with these covenants.

E. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used upon any lot at any time either temporarily or permanently, except that for a period of One (1) year, a mobile home may be placed upon any lot for use as a residence or for storage incidental to the construction of permanent structures upon said lot.

III.

SIGNS

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs being used by a builder or the developer to advertise the property during the construction and sales period.

IV.

LIVESTOCK

Animals are permitted on lots so long as the number, type or habitat of the animals do not become offensive or a nuisance to the neighborhood. No livestock, including domestic pets, shall be allowed to remain loose within the subdivision; the owner of each lot shall be required to keep all animals which he owns within the confines of that lot.

V.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish and debris or other waste, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of waste shall be kept in a

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clean and sanitary condition.

VI.

WATER SUPPLY

NO PROVISION IS MADE IN WINDING BROOK MEADOWS 1st ADDITION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE. No individual water supply system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of state law, and such regulations of Sheridan County or any regulatory agency of the State of Wyoming, as may be promulgated and in effect. Approval of said systems shall be obtained from such authorities prior to installation. Provided further, that no well may be dug, drilled or installed upon any lot unless it is cased and cemented for a minimum distance of 10 feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

VII.

SEWAGE DISPOSAL

NO PROVISION IS MADE IN WINDING BROOK MEADOWS 1st ADDITION FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS. No individual sewage disposal system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of state law, and such regulations of Sheridan County or any regulatory agency of the State of Wyoming as may be promulgated and in effect. Approval of said systems shall be obtained from such authorities prior to installation. Provided further, that evaporative or a similar type of closed loop septic system shall be used upon all lots within the subdivision where the maximum ground water level comes within Seven (7) feet or less from the surface of the lot or whenever required by Federal, State or local authorities.

VIII.

SUBDIVISION ROADS

A. NO PROVISION IS MADE IN WINDING BROOK MEADOWS 1ST ADDITION FOR PUBLIC MAINTENANCE OF STREETS OR ROADS.

B. The access road shown on the plat is hereby dedicated to public use.

C. Lot owners obtaining access by the access road shall be responsible on a pro-rata basis for the repair and maintenance of the road.

D. Parking of trailers, trailer campers, truck campers, bus campers, boats and trailers or other large vehicles is prohibited on the access road.

IX.

MISCELLANEOUS RESTRICTIONS

A. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner of any other portion of the subdivision.

B. Discharge of firearms and hunting of any kind on any part of the subdivision is forbidden.

C. No motorcycles or motorbikes, or snowmobiles, shall be operated in the subdivision. Snowmobiles, boats, motorcycles and recreational vehicles shall be kept under cover or behind screening or in a building when not in use.

D. All clothes lines, equipment, garbage cans, service yards, woodpiles, storage piles, or fuel tanks shall be kept screened by adequate planting or fencing so as to be concealed from the view of neighboring residences.

X.

UTILITY EASEMENTS

A. Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided on the plat of Winding Brook Meadows

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1st Addition. The said utility easements are hereby dedicated, granted and conveyed to all public utilities, privately or publically owned, now or hereafter providing utility services to Winding Brook Meadows 1st Addition and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, replacing and maintaining water, sewer, electrical, gas, communications and other utility services. All utility services hereafter installed shall be underground.

B. Drainage and irrigation easements are reserved as the natural topography of the land and existing ditches suggest.

C. Within all drainage, irrigation and utility easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

XI.

IRRIGATION RIGHTS

A. Some of the lots in Winding Brook Meadows 1st Addition have appurtenant water rights conveyed through existing ditches. Owners of lots shall be responsible to pay ditch assessments on a pro-rata basis.

B. There is hereby reserved to the owners of lots with adjudicated water rights an easement across other lots in the subdivision for the conveyance of water to the lot and for the conveyance of runoff or return flows to a drainage facility or return ditch. Said easements shall be located so as to recognize the

correlative rights of the servient estate and the prospective irrigators, and in such a manner as to minimize the impact upon the owner of the servient estate.

C. Lot owners exercising the right to use adjudicated water rights for irrigation shall do so in common with others having a similar right. Every lot owner using surface irrigation water shall be responsible to surrounding lot owners for damage caused by water escaping from the confines of his lot and shall insure that the runoff flows are returned to an appropriate drainage.

XII.

GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each. It is however, provided, that the owners of not less than sixty (60%) percent of the record fee title owners of lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Sheridan County, Wyoming, provided that the same are first approved in writing by the Board of County Commissioners.

XIII.

ENFORCEMENT

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The

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purchase of any lot within Winding Brook Meadows 1st Addition is taken as an assent to be bound by these covenants during the period of ownership and an agreement to pay all assessments, attorneys fees, costs and interests as provided herein. Declarants, or the owner of any of the lots shall have the right to sue for and obtain injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages. The failure of Declarant or of the owner of any of the other lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorneys fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

XIV.

ENFORCEMENT BY COUNTY

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Board of County Commissioners for Sheridan County, Wyoming, be in the public interest, may, in the sole discretion of the Board of County Commissioners for Sheridan County, Wyoming, be enforced in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorneys fees shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a

lien on the land.

XV.

SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner effect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 21 day of March, 1979.

RED, INC.

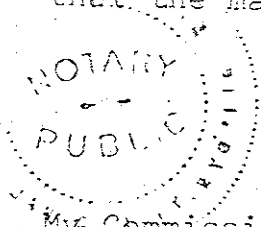
BY: Paul A. Granger
Paul A. Granger, President

ATTEST

[Signature]
Secretary



STATE OF WYOMING, County of Sheridan. On this 28th day of March, 1979 before me, personally appeared Paul A. Granger to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and also made oath before me that the matters set forth are true.



Barbara J. Sore
NOTARY

My Commission Expires: January 13, 1983

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EXHIBIT "A" TO RESTRICTIVE COVENANTS
FOR WINDING BROOK MEADOWS 1ST ADDITION

A TRACT OF LAND LOCATED IN PART OF THE S 1/2 NW 1/4, S 1/4, SW 1/4, OF SECTION 14; AND THE N 1/2 NW 1/4, NW 1/4 NE 1/4, OF SECTION 23; T 5 N; R 12 W; 6TH PM., SHERIDAN COUNTY, MONTANA, IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID SECTION 14;
THENCE ALONG THE WESTERLY LINE OF SAID SECTION 14,
N 1° 37' 07" W, 3155.56 FEET TO A POINT; THENCE LEAVING SAID
WESTERLY LINE, S 88° 51' 20" E, 1333.92 FEET TO A POINT ON THE WESTERLY
LINE OF U. S. 14; THENCE ALONG SAID WESTERLY LINE S 18° 31' 04" E, 753.61
FEET TO A POINT; THENCE THROUGH A CURVE TO THE LEFT HAVING A RADIUS
OF 1472.4 FEET, ARC LENGTH OF 266.46 FEET, AND CHORD S 23° 42' 08" E,
266.09 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE, N 68° 13' 08" W,
258.49 FEET TO A POINT; THENCE S 6° 13' 44" E, 125.87 FEET TO A POINT; THENCE
S 67° 25' 50" W, 222.25 FEET TO A POINT; THENCE S 2° 21' 47" E, 124.96 FEET TO
A POINT; THENCE S 82° 52' 03" E, 304.64 FT. TO A PT; THENCE S 60° 15' 41" E, 160.94 FT. TO A PT; THENCE
S 9° 00' 5" E, 142.89 FT. TO A PT; THENCE S 77° 10' 45" E, 195.99 FEET TO A POINT; THENCE
S 41° 04' 44" W, 304.40 FEET TO A POINT; THENCE S 24° 29' 30" E, 194.84 FEET TO A POINT;
THENCE S 80° 54' 17" E, 466.19 FEET TO A POINT; THENCE N 89° 14' 52" E, 20.55 FEET
TO A POINT; THENCE N 89° 45' 25" E, 457.78 FEET TO A POINT; THENCE
N 71° 00' 29" E, 68.23 FEET TO A POINT ON THE WESTERLY FENCE LINE OF
MURPHY GULCH ROAD; THENCE ALONG SAID LINE S 15° 29' 02" E, 973.94
FEET TO A POINT; THENCE S 22° 12' 09" E, 153.05 FEET TO A POINT ON THE
SOUTHERLY LINE OF SAID SECTION 14; THENCE ALONG SAID SOUTH-
ERLY LINE N 89° 42' 11" W, 145.98 FEET TO A POINT; THENCE LEAVING
SAID LINE, S 0° 36' 53" E, 1310.70 FEET TO A POINT ON THE SOUTHERLY
LINE OF THE N 1/2 N 1/2 OF SAID SECTION 23; THENCE ALONG SAID LINE
N 89° 25' 47" W, 2020.62 FEET TO THE SW CORNER OF SAID N 1/2 NW 1/4;
THENCE ALONG THE WESTERLY LINE OF SAID SECTION 23, N 1° 00' 13" W,
1305.43 FEET TO THE POINT OF BEGINNING.