

RECORDED JUNE 21, 1977 BK 222 PG 516 NO 711932 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS FOR:

BEAVER FLATS SUBDIVISION
Sheridan County, Wyoming

THIS DECLARATION, made this day by J. B. HENDRIX and JOAN P. HENDRIX, husband and wife; and DANIEL MIRICH and NORMA J. MIRICH, husband and wife, of Sheridan County, Wyoming, hereinafter referred to as Declarants.

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of all lands embraced in the Subdivision known as BEAVER FLATS SUBDIVISION (except Tract 45 thereof), which is platted and of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming, said Plat by reference being specifically made a part hereof in all respects, as if fully set out herein; and

WHEREAS, the Declarants intend to sell all of the lots, tracts and parcels of land contained in said BEAVER FLATS SUBDIVISION.

NOW, THEREFORE, all of the lots, parcels, tracts and portions of said property shall be held, transferred, sold or conveyed by Declarants, or by them contracted to be sold, subject to the conditions, restrictions, reservations and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants (hereinafter referred to as the conditions) each and all of which is and are for the benefit of said property and for each owner of land therein, and shall inure and pass with said property, and each and every parcel of land therein,

and shall apply to and bind the successors in interest of said owners thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the BEAVER FLATS SUBDIVISION, as an obligation or charge against the same for the benefit of each and every lot and tract therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot and tract in said Subdivision, and are as follows:

(1)

It is the intention of the Declarants that the lands located in this Subdivision shall be developed and maintained as a highly desirable rural residential area. The purpose of the following 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.

(2)

RESIDENTIAL RESTRICTIONS

(a) All tracts and lots shall be used only for residential and family recreational purposes. No manufacturing or commercial enterprises.

(3)

SINGLE-FAMILY RESIDENCES

(a) All buildings erected on any Subdivision lot shall be detached single family dwelling with necessary outbuildings or garage. The principal residence shall have a minimum of 1200 square feet of living space on the main floor, not to include garage, breezeway, or basement areas.

(b) All outbuildings shall be located at least fifty (50) feet from all lot lines. Exceptions to outbuildings, subject to approval by architectural committee.

(4)

MOBILE HOMES

(a) A mobile home is defined as a living unit manufactured with an integral towing device or wheels. If the unit is manufactured with an integral towing device or wheels, it does not lose its status as a mobile home by the removal of the device or the wheels. Mobile homes shall not be used as a permanent residence in this Subdivision. This covenant shall not present the parking and temporary, occasional use of a camping trailer in the Subdivision as long as the trailer is not used as a permanent residence.

(5)

TANKS

(a) Swimming pool filter tanks, fuel oil tanks, and similar tanks which may be visible from the street shall be enclosed, buried or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts.

(b) Waste water disposal systems must comply with State Regulations.

(6)

APPROVAL OF BUILDING PLANS

(a) Residences, buildings, or other structures must be approved by Declarants or their successor in interest as to the quality of workmanship and materials. Residences can be no more than two stories in height. The Declarants or their successor in interest shall either approve or disapprove in writing, such plans and specifications. In the event the Declarants or their successors in interest fail to approve or disapprove in such a period of time, after the plans have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with. If the plans shall be rejected because of noncompliance with the covenants and restrictions, the reasons therefor, shall be stated. The person submitting the plans shall have a right to make application to the Declarants or the successor in interest for review of its decision and may request a variance from the restrictions.

(b) During the course of construction of any structure or system, Declarants or their successor in interest shall have the right to inspect the work to insure that it conforms with the approved plans. The Declarants or their successor shall have the right to inspect any structure of system prior to covering.

Commencement of any construction before approval has been given by Declarants or their successor in interest will be a violation of these covenants.

(7)

RE-SUBDIVISION OF TRACTS

Re-Subdivision shall not be allowed.

(8)

RESTRICTED USES

(a) Animals, livestock and poultry may be kept, raised and bred only for family use and enjoyment. All livestock shall be confined by a fence, corral or enclosure which is sufficient to restrain them.

(b) Owners of land in the Subdivision shall follow proper land management procedures to prevent overgrazing or erosion of the soil. The Declarants or their successor in interest shall have the exclusive right to determine when overgrazing or erosion is threatened by the acts of property owners. If the Declarants or their successor in interest determines that overgrazing or erosion is threatened, they may order the property owner to limit or cease his activities. Failure to obey such an order will be a breach of this covenant.

(c) The use of any portion of BEAVER FLATS SUBDIVISION as a dumping ground for rubbish, trash, garbage and other waste is prohibited. Trash, garbage and other wastes shall not be allowed to accumulate and shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

(d) The accumulation of machinery, equipment or used motor vehicles is prohibited.

(e) Signs of any kind may be displayed to the public view only after approval by the Declarants or their successor in interest, except the Declarants may display without limitation, any signs necessary to advertise the property during construction and sale of the land.

4-200

(f) Excavation for stone, gravel or earth on any lot is prohibited. Excavation for construction purposes is permitted, but only after construction has commenced and during the construction period. The Declarants reserve, for the construction period, the right to remove stone, gravel or earth for construction and maintenance of roads in the subdivision.

(g) All lands, buildings and structures shall be maintained and kept in good repair.

(9)

EASEMENTS, UTILITIES, ROADS AND RECREATIONAL AREAS

(a) Declarants hereby reserve to themselves and to their successors and assigns, perpetual easements across such land in the BEAVER FLATS SUBDIVISION along all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the landowners across which the water flows) for the purpose of construction, maintenance and operation of the ditches for proper irrigation and drainage of all meadowlands of any lots or any tracts therein. Declarants similarly reserve to themselves, their successors and assigns, the right to irrigate and go on all such lands at all reasonable times for the purposes of preserving and maintaining the natural beauty.

(b) Easement and right of way of fifteen (15) feet on each side of the property lines of the original lots of the Subdivision are hereby reserved for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water, or other public or quasi-public utility service purposes, together with the right of entry at any time for the purpose of further construction and repair.

(c) All utilities which are originally delivered underground shall be continued underground. The owner of each tract shall be responsible for installing the utilities in their tract. The installation will be at the expense of the owner of each tract.

(d) All roads within the Subdivision are to be maintained, improved and repaired when necessary by all tract owners who have boundary fronting on a Subdivision road or who use said roads for access to their tract. State Highway or County Roads are excluded. The cost shall be borne equally by these tract owners. The Declarants or their successor in interest shall have the exclusive right to determine when roads are in need of maintenance and repair and the exclusive right to determine which owners use the road for access to their tracts.

(10)

Each five-acre tract to carry with it, one vote in community affairs.

(11)

The members of the Architectural Control Committee must be owners of tracts in the Subdivision.

(12)

MODIFICATION AND AMENDMENT

(a) The Declarants or the Architectural Control Committee, when constituted, shall have the right to vary the limitations provided by these restrictions and covenants except the covenants concerning domestic water and waste water disposal systems, to the extent of ten percent (10%) of the requirements and shall have the right to enforce these covenants.

(b) Once eighty percent (80%) of the original lots in this Subdivision have been sold, these restrictions and covenants, except the covenants concerning domestic water and waste water disposal systems, may be amended or altered at any time upon the approval of the owner or owners of eighty percent (80%) of the lots.

(13)

ENFORCEMENT OF COVENANTS

(a) Declarants and, when constituted, the Architectural Control Committee shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocated and assess the costs for the improvement, maintenance and repair, of all roadways and recreational areas. Upon the violation of any covenants, 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 corrected or payment is not made, Declarants or successor may re-enter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at a rate of Twenty-five Dollars (\$25.00) per day for each day the violation continues after the ten days' 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 the Court, shall be liable for all Attorneys' fees and costs incurred by owner or their successor in bringing such action.

(b) The Declarants and, when constituted, the Architectural Control Committee, shall have a lien against each lot to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming.

(14)

DURATION

(a) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty percent (80%) of the then owners of the lots, including re-subdivided lots, have been recorded, agreeing to repeal or amend these covenants.

(15)

SEVERABILITY

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

(16)

PROVISIONS FOR WASTE WATER DISPOSAL

(a) No septic tanks or leach fields for waste water disposal purposes, shall be constructed in the areas designated on the plot of BEAVER FLATS SUBDIVISION, as "definite hazard" areas. All waste water disposal systems shall conform to the standards specified by the State Department of Environmental Quality and shall be inspected by a representative of the homeowners association before the system is buried.

(17)

FIRE PROTECTION

(a) Perpetual easement shall be granted for the purposes of fire protection as designated on the plot of BEAVER FLATS SUBDIVISION, for providing access to the reservoirs shown on said plot in case of a fire.

IN WITNESS WHEREOF, the Declarants have
executed this "DECLARATION OF PROTECTIVE COVENANTS FOR
BEAVER FLATS SUBDIVISION" this 18 day of June, 1977.

J. B. Hendrix
J. B. Hendrix

Mrs. Joan P. Hendrix
Joan P. Hendrix

Daniel Mirich
Daniel Mirich

Norma J. Mirich
Norma J. Mirich

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
me this 18 day of June, 1977, by J. B. HENDRIX and JOAN
P. HENDRIX, husband and wife; and DANIEL MIRICH and NORMA J.
MIRICH, husband and wife.

WITNESS my hand and Official Seal.



William S. Reddy
Notary Public

My Commission expires: March 24, 1978