

RECORDED AUGUST 14, 1979 BK 242 PG 200 NO. 771762 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS

This Declaration is made by CARL E. FRANKLINS a/k/a CARL FRANKLIN a/k/a CARL EDWARD FRANKLIN, a single man; JOHN L. PIESIK and SARALEE PIESIK, husband and wife; and MARK F. SCHREDER and MARCIA K. SCHREDER, husband and wife, hereafter collectively referred to as "Declarants."

Declarants are all of the owners of the following described lands situate in Sheridan County, Wyoming:

Block 73: Lots 1, 2
Block 74: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
12, 13, 14, 15, 16, 18
Block 75: Lots 1, 2, 3, 4, 5, 6
Block 76: Lots 1, 2, 3, 4, 5, 6
Block 77: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 13, 14, 15, 16, 17, 18
Block 78: Lots 1, 2, 3, 16, 17
Block 79: Lot 1
Block 80: Lots 1, 2, 3, 4, 5
Block 81: Lots 1, 2

All in Downer's Addition to the City of Sheridan.

This land is hereafter referred to as the "Property."

The Property shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarants subject to the conditions, restrictions, reservations, and covenants now on record and upon the following expressed conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as "covenants"). Each and every covenant is for the benefit of the Property and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with the Property and each and every lot therein. These covenants shall be binding on all owners of land included in the Property and their successors in interest, regardless of how that interest is acquired. This includes among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the Property.

These covenants are imposed upon the Property as an obligation or charge against the same for the benefit of each and every lot within the Property and the owner or owners thereof.

1. The Property shall be used only for residential and family recreational purposes.

2. The Property shall not be used for business or commercial enterprises of any kind.

3. The only buildings which may be erected on the Property are detached single family dwellings with necessary garage and outbuildings; provided, however, that any property owner who owns six (6) or more adjacent or contiguous lots may erect a barn on his land.

4. The single family dwelling shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces, and garages of 1000 square feet.

5. No building erected on the Property shall exceed 25 feet in height.

6. All buildings shall be located at least 35 feet from the front lot line and at least 10 feet from the side and rear lot lines. For this purpose, eaves, steps, and open porches shall not be considered part of the building. If a building is erected on more than one lot, the lot side line for set back purposes shall be the outer property line of the premises.

7. Mobile homes, structures of a temporary character, trailers, basements, tents, garages, and other outbuildings shall not be used as permanent or temporary residences on the Property. 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. This covenant shall not prevent the parking and occasional use of the camping trailer on the Property.

8. Only new construction shall be permitted for buildings and residences on the Property. The buildings and structures shall be maintained and kept in good repair.

9. No building may be inhabited until it has been completely enclosed and substantially completed and the water and sewerage disposal facilities and utilities have been installed.

10. Pollution or contamination of the ground water supply is prohibited.

11. All water wells and sewerage disposal systems shall be located and constructed in accordance with the applicable state, county, and city laws, ordinances, and regulations.

12. All utilities which are originally delivered underground shall be continued underground. The owner of each lot shall be responsible for installing utilities in their lot at the owner's expense.

13. Trash, garbage and other waste shall not be allowed to accumulate on the Property and shall be kept in clean and sanitary containers screened from view. No trash, garbage or other waste shall be burned or incinerated on the Property.

14. No sign of any kind shall be displayed upon the Property except on professional sign advertising the property for sale or rent which shall not exceed four (4) square feet in area.

15. Excavation for stone, gravel or earth on any lot is prohibited. Excavation for construction purposes is permitted but only after construction has commenced and only during the construction period. Stone, gravel, and earth may be removed for construction and maintenance of roads.

16. Off street parking for at least two (2) vehicles shall be provided on each lot. Only motor vehicles capable of being moved under their own power may be parked upon the streets adjoining the Property, and they shall remain so parked only for a period not to exceed thirty (30) days. No street adjoining the Property or other open area on the Property shall be used for the purposes of dismantling or repairing any motor vehicle. Unregistered or inoperable vehicles must be parked and kept only within an enclosed garage.

17. No fence, wall, hedge, television tower, or communication tower or structure shall be erected or placed in front of the front line of the residence.

18. No fence, wall, or hedge shall be erected or placed on the front yard set back area of any lot. Fences and walls shall be of new construction. Wood fences shall be painted or stained.

19. Dogs and cats and other pets of similar size or smaller are permitted, but they shall be kept under control 24 hours a day.

Livestock, such as horses and cattle, may be kept on the Property only if the owner of the livestock owns six (6) or more adjacent or contiguous lots within the property.

20. No outside illumination equipment or fixtures which will be detached from the residence or garage shall be constructed unless attached to a post or pole which shall not exceed eight (8) feet in height and has its connection to the power supply by means of an underground connection.

21. There shall be no discharging of firearms or fireworks on the Property.

22. No weeds, underbrush, or unsightly growth shall be permitted to grow or remain upon the Property.

23. Clotheslines are permitted if they are situate to the rear of the residence and are not visible from the street in front of the lot.

24. An Architectural Control Committee ("ACC") shall be elected by the owners of lots within the Property.

a. The ACC shall consist of three (3) members who must be owners of a lot within the Property. If a husband and wife own lots as joint tenants or as tenants by the entireties, both the husband and the wife are eligible for election to the ACC.

b. Each lot shall be entitled to one vote in the elections for the ACC. The three (3) nominees receiving the most votes shall serve as members of the committee. Joint owners of a lot shall have only one vote, and if a person owns more than one lot, he shall have one vote for each lot.

c. The first election for the ACC shall be held within two (2) weeks from the date of the recording of this declaration. Elections shall thereafter be held annually on the first day of June of each year at a meeting called for that purpose or on such other date as the ACC may determine. At least 24 hours notice of the meeting shall be given by telephone or by mail to all lot owners by the ACC. Upon the death or resignation of any member of the ACC, the remaining members shall have the authority to designate a successor who shall remain on the ACC until the next annual election.

d. Members of the ACC shall elect a chairman who shall keep a written record of all proceedings and actions taken by the ACC and who shall be responsible for all correspondence. Meetings of the ACC may be called at any time by the chairman as required to transact any business, and the ACC may formulate its own rules and regulations for the calling of such meetings in the conduct of its business. The decisions of the ACC shall be made by a majority vote.

25. Residences, buildings, fences, walls, exterior lighting facilities, water wells, sewerage disposal systems and other structures may be constructed, replaced or altered on the Property only after the plans and specification showing the location of the structure and the plans for the construction have been approved in writing by the ACC.

a. The Acc may disapprove the plans and specifications if they violate any of these covenants or any applicable state, county or city laws, ordinances or regulations or if the design, location, external finish, or landscaping is not, in the sole discretion of the ACC, in harmony with existing structures on the Property.

b. Within 45 days after receiving a written request for approval of construction plans and specifications, the ACC shall either approve or disapprove the request in writing. In the event the ACC fails to approve or disapprove in such period of time, approval will not be required and the related covenants shall be deemed to have been fully complied with. If the request is rejected, the reasons therefore shall be stated. The persons submitting the plans shall have the right to make application to the ACC for review of its decision.

X 26. All roads and streets which provide access to the Property shall be maintained (including snow removal), repaired, and improved by all lot owners who use the road or street for access to their lot. If any governmental entity assumes responsibility for the maintenance, repair, and improvement of the access streets and roads, this covenant shall no longer apply.

The cost of maintaining, repairing, and improving the roads and street shall be born equally by the lot owners who use the roads and streets for access to their lots. The ACC shall have the exclusive right to determine when the roads and streets are in need of maintenance, repair, or improvement and to determine which lot owners use the roads or streets for access to their lots.

The ACC may assess each lot its share of the cost of maintaining, repairing, and improving the roads and the streets. Each owner of any lot within the Property, by acceptance of a deed therefor, is deemed to covenant and agree to pay these assessments. The assessment, together with the interest, cost, and a reasonable attorney's fee, if incurred, shall be a charge on the lot against which the assessment is made, and if not paid when due, shall be a continuing lien upon said lot and shall also be their personal obligation of the person who was the owner of the lot at the time the assessment fell due. The lien may be

foreclosed in the manner provided by the foreclosure real estate mortgages in the State of Wyoming.

The amount of any assessment shall be due and payable thirty (30) days after notice of the amount due is given by the ACC to the lot owner. Any amount not paid when due shall draw interest at the rate of twelve percent (12%) per year until paid.

If the assessment is not paid when due, the lot owner shall pay all costs of collecting the assessment, including a reasonable attorney's fee.

27. The ACC shall have the sole and exclusive right and authority to determine compliance with these covenants, to enforce these covenants and to enjoin violation of these covenants, except that if the ACC unreasonably refuses to act to carry out these responsibilities, then any lot owner may bring a civil action to enforce these covenants in a court of appropriate jurisdiction. Upon the violation of any covenant, or upon the failure to pay any assessments, the ACC shall give written notice of such violation or failure to the violator who shall have ten (10) days after receipt of the notice to correct the violation or pay the assessment due. If the violation is not corrected or payment is not made, the ACC may reenter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed by the ACC against the violator at a rate of \$50.00 per day for each day the violation continues after the ten (10) days notice. In the event suit is required by the ACC or any lot owner to collect any assessments or fines or to enjoin the violation of any of the covenants contained herein, the violator, in addition to any of the other remedies provided herein or which may be assessed by the court, shall be liable for all attorney fees and costs incurred in bringing such action.

28. Upon written request, the ACC may, in its sole discretion, vary the limitations contained in the covenants when strict compliance with the covenants would result in extraordinary hardship on a lot owner, but only to the extent of ten percent (10%) of numerical restrictions and only to the extent that the requested variance is consistent with the intent and purpose of the covenants which is to ensure a property that is aesthetically attractive and in harmony with the natural surroundings. The ACC shall approve or disapprove the request for variance within 45 days of the receipt thereof. Failure of the ACC to approve or disapprove a request for variance within 45 days shall be deemed to be a disapproval of the request for variance.

29. These covenants may be altered or amended upon the approval of the owners of eighty percent (80%) of the lots in the Property.

X 30. 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 25 years from the date these covenants are recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming. These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of eighty percent (80%) of the lots within the Property has been recorded, agreeing to repeal or amend these covenants.

31. In the event any one of these covenants or remedies contained herein is invalidated by judgment or court order, the remaining covenants and remedies shall remain in full force and effect.

DATED this 13 day of August, 1979.

Carl E. Franklin
CARL E. FRANKLIN

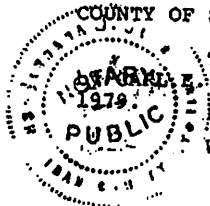
John L. Piesik
JOHN L. PIESIK

Saralee Piesik
SARALEE PIESIK

Mark F. Schreder
MARK F. SCHREDER

Marcia K. Schreder
MARCIA K. SCHREDER

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS



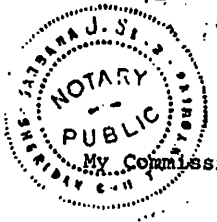
The foregoing instrument was acknowledged before me
FRANKLIN, a single man, this 14th day of August.

WITNESS my hand and official seal.

Barbara J. Lane
Notary Public

My Commission Expires: JANUARY 13, 1983.

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS



The foregoing instrument was acknowledged before me
by JOHN L. PIESIK and SARALEE PIESIK, husband and wife, this
14th day of August, 1979.

WITNESS my hand and official seal.

Barbara J. Lane
Notary Public

My Commission Expires: January 13, 1983.

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me
by MARK F. SCHREDER and MARCIA K. SCHREDER, husband and wife,
this 14th day of August, 1979.

WITNESS my hand and official seal.



Barbara J. Jare
Notary Public

Commission Expires: January 13, 1983