

**LITTLE GOOSE Subdivision
Protective Covenants**

WITNESSETH:

WHEREAS, Declarants and lot owners are owners of certain real property in Sheridan County, Wyoming, which is more particularly described in Exhibit A, appended hereto and made a part of hereof.

NOW, THEREFORE, Declarants and lot owners hereby declare that all of the properties generally described as NW1/4 NW1/4 Section 33, T 55N, R84W shall be held, sold, conveyed, subject to the following easements, restrictions, covenants and conditions which are for the purposes of protecting the value and the existing natural beauty of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described premises, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Declarants. Declarants mean D. Lynn and Diana Roberts, the owners and developer of the subdivision, it's successors and assigns.

Lot owners. Lot owners are the successors in interest to Lynn and Diana Roberts and subject to these covenants.

Real Property. Real property shall mean all the real property known and contained within the Little Goose Subdivision - described in Exhibit A appended hereto and made a part hereof.

Located in Sheridan County, Wyoming.

Homeowners' Association: Shall consist of all Members, and shall have the power, duty and responsibility of administering and enforcing this declaration. A Homeowners' Association Board of Directors shall operate the Homeowners' Association.

Plat. The Plat means the plat for Little Goose Subdivision. As filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming.

Residence and Residential. Residence and Residential shall pertain to single-family dwellings.

ARTICLE II

Use and Other Restriction

1. **Persons Bound by These Restrictions.** All persons, corporations, cooperatives, companies, and organizations who now own, or who shall hereafter acquire, any interest in or to lots in the subdivision shall be taken and held to agree and covenant with the owners of said lots with their heirs, successors and assigns to conform to the covenants, restrictions and stipulations as to the use thereof and as to the constriction of residence and improvements thereon as provided herein.
2. No lot within the subdivision shall be used, except for residential purposes, and no buildings shall be erected, altered, placed or permitted to remain on any lot or lots other than for residential purposes with a private attached or semi-attached

garage.

3. Each building shall be constructed on the designated 1-acre building envelopes. The Board of Directors will establish height limits on the homes constructed in each individual envelope.
4. No building, fence, wall or other structure shall be erected, placed, painted, repainted a different color, or altered, nor shall there be any substantial change to the landscape on any site, until the plans and specifications for such construction, painting or alterations shall have first been approved by the Board of Directors.
5. All dwellings erected on the lots, exclusive of open porches, decks, breezeways, garages or carports shall have the following minimum square footage:
 - One floor – 2000 square feet
 - Two floors – 2500 square feet
 - Three floors – 3000 square feet
6. No residence or other building or structure may be constructed except within an approved building area.
7. No lot within the subdivision shall be subdivided or split, provided that nothing herein shall be read to prevent a purchaser from buying one or more lots upon which they may build.
8. No structure of a temporary character, a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto any lot at any time and used as a residence or other building temporarily or permanently, with the sole exception of temporary structures for construction purposes. No building materials shall be stored on any lot for a period longer than ninety days unless substantial

construction of a residence is actually in progress.

9. Only new construction shall be permitted for all building or residence in the subdivision, and such construction shall be of good quality and appearance and the exterior design shall harmonize with the existing structures in the area, no mobile homes of any nature shall be permitted.
10. No gasoline or other type of fuel, except propane, should be stored in tanks or containers located above or on the surface of the ground.
11. No privately-owned lot or building thereon within the subdivision shall be used for the purposes of any trade or any commercial, professional or manufacturing business of any kind or description. No hospital or church shall be erected within the subdivision.
12. No portion of the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers, which are to be housed within enclosures, or recessed in the ground. The burning of garbage or trash in incinerators is prohibited; all containers shall be secure against spillage.
13. No noxious or offensive activities shall be carried on within the subdivision or upon any lot at any time, nor shall anything be done which may constitute an annoyance or nuisance to any other owner within the subdivision.
14. No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the subdivision. Animals in the subdivision are

limited to dogs, cats, horses and cattle. The owner shall control any animal, which may be kept, thereof so that it shall not become a public nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling, in approved enclosures or on the owner's lot.

15. Limit of three horses or two mares with foals at side for five-acre tracts. Limit of four horses to not exceed two foals for ten-acre tracts. Overgrazing is prohibited and will be strictly enforced. All ag-related equipment, horse tack and baled hay are to be stored in outside buildings; including stock trailers, tractors, etc. There is a limit of one unattached building per tract. The building exterior is to match the home style, color, texture and materials. Any corrals or divider fencing is to match parameter fence.
16. No signs, billboards, posters of advertising devices of any kind or character shall be erected or displayed upon any lot except approved signs displayed to identify the occupants of a dwelling or resale signs which shall not exceed four square feet in the area. No fence or hedge or wall of any kind shall be erected or placed upon any lot to extend in front of the front line of the residence without the approval of the Board of Directors. No fence, living hedges, or wall of any kind or character shall be erected or placed on the front yard set back area of any lot. Fences that are to be erected shall be of quality materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property. Fences erected on a common

property line should have the approval and endorsement of both property owners prior to construction whenever possible.

17. Only motor vehicles capable of being moved under their own power maybe parked upon the streets of the subdivision, and they shall remain so parked only for 24-hour time periods. No street or other open area shall be used for the purposes of dismantle or repairing of any vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.
18. No trailer, boat, camper or other recreational type vehicle shall be situated or parked on any lot within the subdivision for more than four consecutive days, nor more than twenty days within any calendar year, unless such vehicle or equipment is enclosed in a garage.
19. No structure on any lots may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.
20. No excavation except as such may be necessary for the construction of improvements shall be permitted on any lot until such time as the actual construction of the residence or other building is to begin, except that the owner may test for the supply of water and subsoil conditions.
21. Any and all utilities within the subdivision shall be underground.
22. During construction trash and debris is to be picked up at the end of each working period.
23. Basketball boards or other sporting equipment shall be attached to the house or garage and not supported on separate posts unless no part thereof

- extends in front of the front line of the residence unless approved by the Board of Directors.
24. Tennis Courts or other outdoor recreational facilities, which are to be constructed or located on privately-owned land, must have prior approval as to design and location. Above ground swimming pools of any diameter are prohibited.
 25. No permanent clothesline posts will be erected on any of said lots. Any clothes line posts or poles shall be of the removable type, and must be enclosed or screened from obvious view.
 26. No television or other communication towers or structure, including satellite dishes, shall be placed in front of the front line of the house, and any such structure which exceeds three feet above the building roof line shall be first approved by the Board of Directors.
 27. No weeds, underbrush or unsightly growth of plants shall be permitted to grow or remain upon any lot in the subdivision, and all lots shall be kept mowed and cleared of any trash, debris or waste.
 28. There shall be no hunting or discharging of firearms or fireworks within the subdivision, without prior written permission of the Board of Directors.
 29. 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 feet in height, and which post or pole shall conform to the general architectural plan of the residence. All connections for such detached illumination devices or fixtures shall be underground.
 30. Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for the sale or conveyance of a lot, and such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.
 31. In the event either public water or public sewer facilities are extended to the subdivision, the owner of any residential dwelling already constructed, or the purchaser of a lot who is building a residential dwelling, may hook on to the public water or public sewer facilities at his own expense.
 32. A purchaser of any lot or lots within the subdivision shall complete construction within one year of commencement of construction. In the event of the failure of the owner of the lot to substantially complete construction within one year after commencement thereof, Declarants, their successors, and assigns shall upon ten day's notice unto the owners have the right to retake possession of the premises and pay the purchaser the original purchase price for the lot plus fifty percent (50%) of the actual construction cost of any improvements thereon, less either the reasonable cost of removal of such construction, backfill, foundations or any other work required to return the lot to its original condition, or the reasonable cost of completion of such construction, whichever shall be the lesser amount.
 33. All motorcycles and motorcycle type of transportation (including, but not limited to motorbikes, trail bikes, all and any all-terrain vehicles) as well

as all snow machines, recreational vehicles, trucks, pick-ups, automobiles and vehicles of any kind, must obey all posted speed limits, comply with legal licensing requirements (both as to the vehicle and the driver or operator thereof) must comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to the ownership, licensing, operation and use of the foregoing means of transportation, whether on the public highways, or on individually owned lots; it being the intention of these Covenants to make such laws, rules and regulations applicable to the ownership licensing, operation and use of such modes or transportation, regardless of whether such operation takes place on public or private property within the subdivision.

34. Motorcycles, all-terrain and similar recreational vehicles, motorbikes, trail bikes and snow machines and snow vehicles of all types may be used only to enter and exit from the public roads to an individual lot, and the same shall be accomplished only along the dedicated public streets and in full accordance with all applicable laws relating to speed, safety noise and general operation thereof; it is strictly prohibited to operate such motorcycles, all-terrain and similar recreational type vehicles, motorbikes, trail bikes, and snow machines and snow vehicles of all types in a recreational manner or in any unsafe, noisy or offensive manner on or in the subdivision (whether on public streets, common ground or individually owned lots) and the operation thereof shall strictly be limited to ingress and

egress as stated above. In addition, all vehicles of any kind shall be operated at noise level, which are at least as quiet as factory noise level.

35. No residence, building, fence, wall or other structures shall be constructed, replaced, repainted in a different color, or altered on any lot within the subdivision until the plans and specifications showing the location of the structure and the plans for construction have been approved by the Board of Directors as to the quality of workmanship and materials, harmony of external design, including color, with the existing structures, location with respect to topography, finished grade, elevation, in compliance with the covenants and restrictions contained herein.

ARTICLE III

Board of Directors

- A. The Board of Directors shall consist of Lynn and Diana Roberts until such time as 75% of the lots within the subdivision have been sold. Until 100% of the lots have sold there will be one non-expiring seat on the Board of Directors held by Lynn Roberts with final control on all decisions regarding the subdivision. Election to the Board of Directors shall be annually, and upon the death or resignation of any member of the board, the remaining members shall have the authority to designate a successor who shall remain upon the Board until the next annual election.
- B. Elections to the Board of Directors shall be held at the annual meeting.

Notice of the meeting shall be mailed to all property owners within the subdivision at the address given to the Board's secretary.

- C. At a meeting, each single-family lot shall have one vote.
- D. Prior to construction on private lands, or any other matter designated for approval by the Board of Directors, the owner of said private lands or the person contemplating such construction must submit preliminary plans and specifications to the Board of Directors, which plans and specification shall include the following: (a) finished grades; (b) finished floor elevations, (c) floor plans; (d) roof plans. (e) site location plat; (f) all four exterior elevations. And (g) exterior color. Within fifteen days after receiving the plans and specifications for such construction or other matter, the board shall either approve or disapprove the plans and specifications which approval or disapproval shall be in writing.

In the event the board fails to approve or disapprove within such period of time after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with. If the plans shall be rejected because of non-compliance with the covenants and restrictions, the reasons therefore shall be stated. The person submitting the plans shall have the right to make application to the board for review of its decision and may request a variance

from the restrictions.

In the event the board approves the preliminary plans and specifications, prior to construction, final plans and specifications must be submitted to the Board in complete and detailed form, to assure conformance of the final plans and specifications with the preliminary plans and specifications.

- (E) The members of the board shall elect a chairman who may also serve as secretary unless another member shall be designated as such. In any event, the secretary shall keep a minute record of all proceedings and actions taken by the board and shall be responsible for all correspondence. The chairman as required to transact any business may call meetings of the board at any time, and the board may formulate its own rules and regulations for the calling of such meetings and conduct of its business. Upon the purchase of a lot, the purchaser shall be provided with the names of the members of the Board of Directors.
- (F) The Board of Directors shall have the obligations of providing for the care, operation, management, maintenance, repair and replacement of the irrigation delivery system. Without limiting the generality of the foregoing, said obligations shall include the keeping of such common property and improvements thereon in good, clean, attractive and sanitary condition order and repair, keeping the project safe, attractive and desirable; hold stock certificate in subdivision name and making necessary and desirable alterations,

additions, betterment, improvement to or on the system.

- (G) The Board shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the irrigation delivery system to assure equitable use and enjoyment by all persons within the subdivision.

ARTICLE IV

Assessment

- (A) Regular Assessments. The owner of any single family lot or lots and each unit of multi-family lots shall be obligated to pay and shall pay unto the Board of Directors the overhead assessment for maintenance and repair of all the common facilities and roads. The assessment shall be determined by dividing the costs equally between the owners of each lot. Assessments are made against each lot entitled to vote unless the Board for a specific assessment approves another assessment plan.
- (B) The Board of Directors shall have the power and authority to determine all matters in connections with assessments, including the power and authority to determine where, when and how assessments shall be paid to the Board and each lot owner shall be required to comply with any such determination.
- (C) Time for Payments. The amount of any assessment, or the other amount payable with respect to

any lot shall become due and payable thirty days after notice that such amount shall have been given by the Board of Directors to such lot owner, or at such later time as may be specified by the Board. Any amount shall bear interest at the rate of eighteen (18%) percent per annum from the date due and payable.

- (D) The Board shall have a lien against each lot in order 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 attorney's fees. The lien may be foreclosed in the manner for foreclosures of real estate mortgages in the State of Wyoming.

ARTICLE V

General Provisions

- (A) Enforcement. Declarant and its successors shall have the sole and exclusive right and authority to determine compliance with the covenants herein, and allocate and assess the costs for improvement, maintenance and repair of the common irrigation system and roads. Upon the violations of any covenant, or upon the failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarant

or its successor may re-enter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the Owner. 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-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 or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by Owner or its successor in bringing such action.

- (B) Severability. Invalidation of any one of these covenants or restrictions by Judgement of Court Order shall in no way effect any other provisions which shall remain in full force and effect.

- (C) Amendment and Duration. The covenants and restriction of these Declaration shall run with, and be binding upon, the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed both by the owners of not less than seventy-five (75%) percent of the individuals who own lots within the subdivision, and all such amendments must be recorded in the office of the County Clerk of Sheridan, Wyoming.

- (D) Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the

Association and each owner, and the heirs, personal representative, successors and assigns of each of them.

- (E) These covenants will become effective after final plat approval.

IN WITNESS WHEREOF Declarants and lot owners have executed this Declaration effective March 31, 2001.

Little Goose Subdivision

By: D. Lynn Roberts
D. Lynn Roberts

Diana Roberts
Diana Roberts

STATE OF WYOMING
COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me
this 31st day of March, 2001, by D. Lynn Roberts and Diana
Roberts, Declarants, Little Goose Subdivision.

Witness my hand and official seal.

James B. Clark
Notary Public

My Commission Expires Aug. 21, 2002

