

T E R R A   V I S T A   S U B D I V I S I O N

SUBDIVIDERS: EMERY E. MATTHEWS and BETTY L. MATTHEWS,  
husband and wife,

DECLARATION OF PROTECTIVE COVENANTS FOR:

Terra Vista Subdivision  
Sheridan County, Wyoming

THIS DECLARATION, made this day by Emery E. Matthews and  
Betty L. Matthews, husband and wife, hereinafter referred to as  
Declarants,

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of all lands  
embraced in the Subdivision known as Terra Vista Subdivision, which  
is more particularly described as follows:

A tract of land located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  and SE $\frac{1}{4}$ NW $\frac{1}{4}$  of  
Section 23, T. 55 N., R. 84 W., Sheridan County,  
Wyoming, described as follows: Beginning at the NE  
corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ , said point also being the SE  
corner of the Woodland Hills 1st Addition; thence S.  
88° 29' W., 1243.6 feet along the south boundary of  
said Woodland Hills 1st Addition to a point; said  
point also being the NE corner of the Lattz Subdivision;  
thence S. 5° 21' W., 739.1 feet along the east line of  
said Lattz Subdivision to the SE corner of said Sub-  
division; thence S. 7° 10' W., 387.8 feet; thence N.  
60° 30' E., 101.9 feet; thence N. 70° 33' E. 562.4 feet;  
thence N. 85° 45' W., 743.3 feet to the East line of  
said SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence N. 0° 01' E., 861.4 feet to the  
point of beginning. Said subdivision contains 27.16  
acres.

That said Subdivision 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 Terra Vista Sub-  
division.

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 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 the 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, covenants, restrictions and reservations are imposed upon the lands comprising the Terra Vista 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, expressed by their execution of this instrument, that the lands shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants 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 instrument.

## (2)

All lots in said Subdivision shall be known and described as residential lots, and will be restricted by all the covenants contained herein.

## (3)

No tract or lot shall be used except for residential purposes and no business of any nature whatsoever shall be conducted on the premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling with necessary garage or outbuildings. All buildings shall be new construction. Necessary buildings, corrals, water facilities and other structures for the purpose of keeping livestock, for family recreation shall be permitted on any tract. Every effort shall be made to keep such structures attractive and painted and concealed from general view to the extent possible.

## (4)

No building shall be erected, placed or altered on any building plot until the construction plan and specifications and a plot plan shall have been approved by the undersigned owners or their assignee. No fence or wall shall be erected, placed or altered on any site and no substantial changes shall be made in the landscaping unless approved by the undersigned owners. At the time that 75% of the lots in the Terra Vista

Subdivision shall have been sold and conveyed by the undersigned owners, the purchasers of said lots shall elect an architectural control committee consisting of three members who shall then replace the undersigned owners as the approving agency for the provisions of these covenants.

(5)

The principal dwelling shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces, and garage of 1100 square feet, except that where the said principal dwelling is a 1½ or 2-story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, provided that the total living area of the 1½ or 2-story is not less than 1600 square feet. A tri-level dwelling shall have a minimum of 1400 square feet of finished living area on the two upper levels.

(6)

No dwelling shall be occupied until the exterior construction is entirely completed.

(7)

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building material shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

(8)

No more than one residence is permitted on any lot as a principal use.

(9)

No building shall be located on any building plot nearer than 80 feet to the front lot lines, or nearer than 50 feet to an interior building plot line or rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building plot to encroach upon another building plot.

(10)

No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any tract; goats and swine are expressly forbidden and none shall be kept at any time on any tract for any purpose. Permissible livestock shall be kept in a small corral or enclosure. The Architectural Control Committee's or owners' approval is expressly required for the erection and maintenance of buildings for livestock. The Owners reserve the right to continue present use of the unsold tracts, which is the raising of hay and pasturing of livestock.

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(11)

Stallions, bulls, or rams must be confined in a corral or like enclosure at all times while within the limits of the above mentioned subdivision.

(12)

No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No open fires shall be permitted.

(13)

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. Hunting of any kind on any part of the subdivision is forbidden. No discharge of firearms will be allowed in the Terra Vista Subdivision.

(14)

Any new fence construction must be as follows: Steel, treated, or painted posts. If poles, they must be peeled, lumber must be stained or painted. New wire must be used.

(15)

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

(16)

There will be no re-subdividing of any tract in the Subdivision.

(17)

The undersigned owners or the Architectural Control Committee, when constituted, shall have the right to vary the limitations provided by these restrictions and covenants to the extent of 10% of the requirements, and shall have the right to enforce these covenants.

(18)

All domestic water wells shall be located a minimum of 100 feet from any sewer leach field and a minimum of 50 feet from any property line.

(19)

All sewer systems must be approved by the owners prior to construction and must comply with all Public Health Standards and governmental regulations. All sewer systems shall be placed a minimum of 50 feet from any

property line. All sewer system construction must be inspected and approved by the owners, or their successors in interest prior to covering. At any time that a central sewer system should become available to the subdivision, all tract owners in the subdivision will be required to convert and subscribe to that service.

(20)

Easements and rights of way as shown on the recorded plat are hereby reserved in this Subdivision 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 ingress, egress and egress at any time for the purpose of further construction and repair.

(21)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner owners of 75% of the lots in Terra Vista Subdivision.

(22)

These covenants are to run with the land and shall be binding on 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 75% of the then owners of the lots has been recorded, agreed to change said covenants in whole or in part.

(23)

All roads within the Subdivision shall be constructed with scoria surfacing by the owners. All roads within the subdivision are to be maintained, improved and repaired when necessary by all adjacent tract owners on an equal share-of-the-cost basis.

(24)

All utilities in the Subdivision will be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to each tract. The owner of each tract shall be responsible for installing the utilities on their tract, said installation to be at the cost of the owner of such tract.

(25)

No property owner shall place upon his premises, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the roads. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the Subdividers as a part of the plans for the improvements to be located on the property. No towers or radio or television antennae higher than 20 feet above the highest roof line of the dwelling house shall be erected and all such towers and antennae must be attached to the dwelling house.

(26)

All exterior lighting and standards must be approved by the declarants.

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(27)

Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right-of-way.

(28)

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than 24 hours at any one time or as repeated matter of practice.

(29)

Vehicles of size larger than the new standard American manufactured motor car, vehicles the primary use of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce, or industry, such as trucks, campers, boats and boat trailers, tractors and trailers shall not be parked on the streets or any of the front portions (within 40 feet of the street right-of-way) of any lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

(30)

Only new construction will be allowed; no used buildings and no metal buildings that do not, through their appearance, enhance the environmental surroundings will be allowed. Declarants must approve or disapprove structures of this type.

(31)

Culverts shall be a minimum of 15 inches diameter or that allowed for merging driveways into County approved roads and across road barrow pits.

(32)

Declarants hereby reserve to themselves, their successors and assigns, perpetual easements across such land in the Terra Vista Subdivision, along all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the land owners across which the water flows) for the purpose of construction, maintaining, and operation of the ditches for proper irrigation and drainage of all meadow lands or any lots or 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 purpose of preserving and maintaining the natural beauty.

(33)

Declarants and their successors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs of 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, Declarants or their successors, 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 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, 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 Declarants or their successors in bringing such action.

(34)

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.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Protective Covenants for Terra Vista Subdivision this 10th day of December, 1974.

Emery E. Matthews  
Betty L. Matthews

STATE OF WYOMING )  
: SS  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 10th day of December, 1974, by Emery E. Matthews and Betty L. Matthews, husband and wife.

WITNESS my hand and official seal.



Veronica R. Fritz  
Notary Public

My Commission expires: October 1, 1977

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