

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
KRUSE CREEK ESTATES MINOR SUBDIVISION
Sheridan County, Wyoming**

THIS DECLARATION made this 17 day of December, 2009, by Brent E. Brooks and Jeanne M. Brooks, husband and wife, hereinafter referred to as Declarants.

RECITALS

WHEREAS, Declarants are the owners of certain real property in Sheridan County, Wyoming, which is more particularly described as set forth in the Kruse Creek Estates Minor Subdivision plat as filed in Plat Book K, Page 24, on the 17 day of December 2009, with the Clerk of Sheridan County, Wyoming.

NOW, THEREFORE, Declarants hereby declare that all of the property described and referred to in the above plat shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarants subject to the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as "covenants"). Each and every covenant is for the benefit of the entire Subdivision and for the benefit of each owner of land therein as well as all lands in the E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 34, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, and which are owned by the Declarants. These covenants shall run with the land and inure and pass with this property in each and every parcel of land therein. These covenants shall be binding on all owners of land in this Subdivision and their successors in interest, regardless of how that interest is acquired. This includes, but is not limited to, adverse possessors, lessees and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of Kruse Creek Estates Minor Subdivision.

ARTICLE I.

Use and Other Restrictions.

- (1) Restriction on Re-Subdivision of Block/Lot. No re-subdivision of any block/lot shall be permitted, as expressly restricted on the deed of each block/lot. Provided, however, notwithstanding the foregoing restriction, a lot line adjustment shall be permitted pursuant to Sheridan County Regulations.
- (2) Restriction on Splitting of Block/Lot. No block/lot within the Subdivision shall be split, as expressly restricted on the deed of each block/lot. Provided, however, notwithstanding the foregoing restriction, a lot line adjustment shall be permitted pursuant to Sheridan County Regulations.
- (3) Maintenance/Repair. All lands, buildings, structures, fences, and other improvements shall always be maintained and kept in good repair.
- (4) Use. Each lot may be used for residential and/or agricultural purposes. No non-residential or non-agricultural use is permitted; provided, however, an owner may have a home office for business purposes so long as such use complies with Sheridan County Zoning Regulations. If a home office/business is so permitted, then such home business must comply with the following: no advertising signage of the business may be placed on any lot and the home business must be conducted within the home or within any outbuilding located on the lot.
- (5) Dwelling and Accessory Building Construction. No mobile home, manufactured home or modular home, which is constructed off the lot site and requires transportation to the lot, are allowed on any lot. Such structures are defined as follows: Mobile home – A factory-built house on a permanent chassis constructed prior to the enactment of the HUD Code on June 15, 1976; Manufactured home – A factory-built house manufactured under the Federal Manufactured Home

Construction and Safety Standards Act, commonly known as HUD Code; Modular home – A factory-built house constructed in compliance with the standards of the regional, state or local building code used by the governmental unit in which the house is to be located. All homes shall be built on site. Homes shall be constructed with a minimum of 1,500 square feet above grade (basement square footage is not to be included in above grade square footage). No building shall exceed forty (40) feet from the top of the building to the original grade. Only one (1) single-family residential dwelling with an attached garage is permitted on any lot, and no more than two (2) additional accessory buildings (including but not limited to an outbuilding, barn, guesthouse, additional garage or arena). Accessory buildings shall not exceed a height of twenty-two (22) feet at the highest point. No building will be erected or permitted to remain on any lot less than twenty-five (25) feet from the boundary line of a lot.

- (6) Grazing. No lot shall be overgrazed. A lot owner shall carry on any grazing practices upon the lot as shall meet the usual and customary practices in the area of Sheridan County, Wyoming, and specifically shall graze such numbers of livestock thereon as will properly harvest the annual grass crop grown on such lot.
- (7) Weapons. Weapons may be used on any lot only in a manner which does not potentially, or does not in fact, endanger persons or damage improvements on an adjoining lot. Use of a weapon may not result in the projectile discharged from the weapon traveling into the air space of an adjacent lot not owned by the owner of the lot from which the projectile was discharged. Hunting shall be permitted; provided, however, reasonable safety precautions must be followed at all times by hunting participants and any hunting shall be conducted in compliance with Wyoming state law and Wyoming Game and Fish Regulations.
- (8) Combined Access. Lots 1 and 2 of the Subdivision shall share the use of a 20'x40' combined access for ingress and egress. Similarly, Lots 3 and 4 of the Subdivision shall share the use of a 20'x40' combined access for ingress and egress. A shared maintenance agreement shall be established and shall be executed by and between the owners of Lots 1 and 2, and by and between the owners of Lots 3 and 4, for their shared access.
- (9) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for sale or conveyance of a block/lot. 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.

ARTICLE II.

General Provisions.

- (1) Homeowners' Association. A Homeowners' Association ("Association") will be established for this Subdivision pursuant to Wyoming statute, to exercise the powers granted, and to perform the functions imposed, by these covenants with regard to the lots. The members of the Association shall be the lot owners within the Subdivision, or a representative appointed by the Declarants. The members of the Association shall be entitled to one (1) vote for each lot.

The general purposes of the Association include but are not limited to: (a) enforce these covenants, as set forth herein and as may be amended; (b) provide for the formal structured conveyance of appropriated water to the lots within the Subdivision, including but not limited to irrigation water; (c) establish any new, or assign any existing, irrigation water line maintenance agreement to convey such water through an appropriate means, including but not limited to the existing water pipeline located within the twenty (20) foot utility easement situate on the south

property boundary line of the Subdivision; (d) create and levy assessments or dues upon Association members, as necessary, and to receive and pay, by one payment on behalf of all lot owners, any irrigation district or ditch company assessments or dues which benefit the Subdivision lot owners; (e) serve as an architectural control committee to protect the generally required characteristics of construction described above in these covenants and to prohibit any construction in violation of such requirements, and to have the right, if after a proper vote is taken, to take action as the Association to attempt to enjoin the non-permitted construction or use of a lot within the Subdivision; and (f) generally promote the health, safety, and welfare of the owners of the lots, and to have the power to provide such additional services for the lots as the lot owners may from time to time approve.

To achieve the foregoing purposes, the Association will be empowered to exercise all of the authority, powers and privileges delegated to or vested in the Association by these covenants, by Wyoming statute, or as may be reasonably implied as being necessary and proper under these covenants, and to perform all of the duties and obligations established by these covenants.

- (2) Enforceability. Until a Homeowners' Association is duly and legally established as set forth above in this Article II, the Declarants shall have the authority to determine compliance with the covenants contained herein. Thereafter, the Homeowners' Association shall have the authority to determine compliance with the covenants contained herein. Upon the violation of any covenant, a written notice of such violation or failure shall be directed to the owner/violator, who shall then have ten (10) days after receipt of the notice to correct the violation. If the violation is not so corrected, the Declarants or Homeowners' Association may re-enter and take possession of the owner's/violator's premises and/or correct the violation, and charge all costs of such correction to the owner/violator. In addition, liquidated damages may be assessed against the owner/violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) 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, the owner/violator, in addition to any of the other penalties provided herein or which may be assessed by the court, shall be liable for all attorney's fees and costs incurred by the Declarants or the Homeowners' Association in bringing such action. Nothing in this provision shall act to impair any individual owner from bringing suit to enforce compliance or enjoin any violation of these covenants, and the owner/violator shall be liable for all attorney's fees and costs incurred by such individual owner in bringing such action.
- (3) Severability. Invalidation of any of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- (4) Amendments. This Declaration may be amended at any time by an instrument signed by the Declarants, or their successors and assigns, and all such amendments shall be recorded in the office of the County Clerk of Sheridan County, Wyoming.
- (5) Binding Effect. This Declaration shall be binding upon and shall inure to the benefit of each owner, and the heirs, personal representatives, successors and assigns of each of them.
- (6) Beneficial Effect. The covenants and restrictions of this Declaration shall run with and be binding upon the land. These covenants are also for the benefit of all lands owned by the Declarants in the E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 34, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, and shall be enforceable as such.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Covenants, Conditions and Restrictions of Kruse Creek Estates Minor Subdivision this 17 day of December, 2009.

By: B. E. Brooks
Brent E. Brooks

By: Jeanne M. Brooks
Jeanne M. Brooks

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **Brent E. Brooks and Jeanne M. Brooks, husband and wife**, this 17th day of DECEMBER, 2009.

Witness my hand and official seal.

Carolyn A. Byrd
Notary Public

My Commission Expires: 7-25-2011

