

RECORDED JANUARY 19, 1993 BK 356 PG 12 NO 128842 RONALD L. DAILEY, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS
FOR VALLEY VIEW SUBDIVISION
Edition 2

NOTE: This edition of the Covenants supercedes those originally established by Carroll Realty Company, Inc., the original Declarant on 5 December 1973. In this edition the Declarant has been replaced by an Architectural Control Committee established in March 1990 in accordance with the original Covenants. Edition 2 incorporates all amendments adopted as a result of changes in law and other changes/amendments approved by the members of the Homeowners Association in accordance with the provisions of the Covenants.

This Declaration is made by the Architectural Control Committee (hereinafter referred to as the Committee) a duly constituted Committee formed in March 1990 in accordance with the provision of the original Covenants dated 5 December 1973.

All of the lots, parcels, tracts and portions of this subdivision will be subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants. Each and every covenant is for the benefit of the entire subdivision and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and 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 in 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 Valley View Subdivision.

It is the intention of the Committee that the lands 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.

These covenants are imposed upon the lands comprising the Valley View Subdivision as an obligation or charge against the same for the benefit of each and every lot and tract in the subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right to enforce the following covenants which are imposed upon each and every lot and tract in this subdivision.

Residential Restrictions

1. All tracts and lots shall be used only for residential and family recreational purposes.

2. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the lands in this subdivision nor shall such lands in any way be used for other than strictly family recreational purposes.

Single Family Residences

3. All buildings erected on any subdivision lot shall be a detached single family dwelling with necessary garage or outbuildings. The principal residence shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces, and garages of seven hundred (700) square feet.

Back Lines

4. All buildings shall be located at least 200 feet from the front lot line and at least 100 feet from the interior and rear lot lines of the building lot. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, this covenant shall not be construed to permit any portion of a building on a building lot to encroach upon another building lot.

Mobile Homes

5. 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 prevent 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.

Tanks

6. 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.

Intent of Domestic Water and Waste Water Protective Covenants

7. The Committee intends by these covenants to prevent any activities and exclude any structures which might impair the quantity and quality of ground water available to the owners of lots in the subdivision. Therefore, pollution or contamination of the ground water supply is prohibited.

State Regulations

8. State regulations governing domestic water supplies and waste water disposal systems shall control when they are more severe than the requirements imposed by the Committee.

Location of Water Wells and Waste Water Disposal Systems

9. Water wells and waste water disposal systems shall be no closer together than two hundred (200) feet. Water lines and sewer lines shall not pass under or through a foundation wall closer than twenty (20) feet from each other. Wells and waste water disposal systems shall be located at least one hundred (100) feet from all property lines.

Domestic Water System

10. Water wells and domestic water supplies shall be constructed so as to comply with the current specifications established by the State Engineer, the State Department of Environmental Quality, and the Department of Health and Social Services or their successors. As a general rule, pitless adaptors must be used on all wells, and all pumps drawing water from the wells shall be of the submersible type. However, the Committee may approve and allow different pumping system designs or equipment.

Inspection and Enforcement of Domestic Water And Waste Water Disposal System Covenants

12. Waste water disposal systems must be (1) an aerobic type approved by the National Sanitation Foundation Laboratory; or, (2) a disposal system that precludes drainage or the return of waste water to the soil; or, (3) any disposal system that is proven equal or superior to the above-mentioned systems and is approved by the Committee. Septic tanks and cesspools are prohibited.

**Inspection and Enforcement of Domestic Water
And Waste Water Disposal System Covenants**

13. The Department of Health and Social Services or its successors shall have a right to inspect the domestic water and waste water disposal systems at any time. If the Department determines that corrective measures must be taken to comply with state laws and regulations and to protect the public health, it shall give the property owner notice directing him to correct the violation. If the violation is not corrected, the Department or the Committee may take possession of the violators premises and correct the violation. The property owner will be liable for all costs of the necessary corrective measures, and in the event suit is required to collect these sums, the property owner shall be liable for all attorneys' fees and costs incurred in bringing an action to enforce this obligation.

Approval of Building Plans

14. Residences, buildings, fences, walls, exterior lighting facilities, domestic water or waste water disposal systems, or other structures may be constructed, replaced, or altered on any lot within the subdivision only after the plans and specifications showing the location of the structure and the plans for construction have been approved by the Committee in interest as to the quality of workmanship and materials, harmony of colors to blend with the surrounding area and specifically dis-allowing bright, shiny metallic type external finish and harmony of external design with the existing structures, location with respect to topography, finished grade, elevation and compliance with the covenants contained herein. The construction of geodisic homes is prohibited.

15. Within forty-five (45) days after receiving these plans, the Committee shall either approve or disapprove in writing such plans and specifications. In the event the Committee fails to approve or disapprove in such 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 therefore shall be stated. The person submitting the plans shall have a right to make application to the Committee for review of its decision and may request a variance from the restrictions.

16. During the course of construction of any structure or system, the Committee shall have the right to inspect the work to insure it conforms with the approved plans. The Committee shall have the right to inspect any structure or system prior to covering.

17. Commencement of any construction before approval has been given by the Committee will be a violation of these covenants.

Subdivisions

18. Resubdivision of lots is not authorized. Valley View Subdivision is zoned A-Agricultural by the Sheridan County Zoning Resolution dated 14 May, 1985. This Resolution restricted minimum lot size to 35 acres. Smaller size lots in existence before 14 May, 1985, are grandfathered.

Restricted Uses

19. 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.

20. Owners of land in the subdivision shall follow proper land management procedures to prevent overgrazing or erosion of the soil. The Committee shall have the exclusive right to determine when overgrazing or erosion is threatened by the acts of property owners. If the Committee determines that overgrazing or erosion is threatened, it may order the property owner to limit or cease his activities. Failure to obey such an order will be a breach of this covenant.

21. The use of any portion of Valley View 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.

22. The accumulation of machinery, equipment or used motor vehicles is prohibited.

23. Signs of any kind may be displayed to the public view only after approval by the Committee, except a property owner may display without limitation any signs necessary to advertise the property for sale.

24. Excavation for stone, gravel, or earth on any lot is prohibited. Excavation for construction purposes is permitted by only after construction has commenced and during the construction period.

25. The use of high powered hunting rifles for any purpose by any person in the subdivision is prohibited.

26. Homeowners with recreational equipment (recreational vehicles, campers, boats, etc.) will obscure the vehicles from sight as much as possible by parking/storing them next to buildings rather than parking them out in the open.

27. All lands, buildings and structures shall be maintained and kept in good repair.

Easements, Utilities, Roads, and Recreational Areas

28. The Committee reserves to itself perpetual easements across such land in the Valley View 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, maintenance, and operation of the ditches for proper irrigation and drainage of all meadow lands of any lots or any tracts therein. The Committee reserves the rights to irrigate and go on all such lands at all reasonable times for the purposes of perserving and maintaining the natural beauty.

29. 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.

30. 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.

31. All roads within the subdivision are to be maintained, improved and repaired when necessary by all tract owners who have a boundary fronting on a subdivision road or who use said roads for access to their tract. State highway or county roads are excluded. Each title holder of a tract or re-subdivided tract shall be a separate owner. The cost shall be born equally by these tract owners. The Committee 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.

Approving Authority

32. The Architectural Control Committee shall consist of three (3) members and shall be the approving agency for the provisions of these covenants.

33. The members of the Architectural Control Committee must be owners of tracts in the subdivision. The three nominees receiving the most votes shall serve as members of the Committee. Each lot owner and each owner of a re-subdivided lot shall be entitled to one vote in these elections. Joint owners of a lot shall only have one vote, and if a person owns more than one lot, he will still have only one vote.

34. Elections for the Committee shall be annually, and upon the death or resignation of any member of this committee, the remaining members shall have authority to designate a successor who shall remain upon the committee until the next annual election. Elections to the Committee shall be held on the first day of May of each year at a meeting called for that purpose. Notice of the meeting by the Committee shall be mailed to all property owners within the subdivision at the address given to the Committee.

35. The members of the Committee 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 minutes of all proceedings and actions taken by the Committee and shall be responsible for all correspondence. Meetings of the Committee may be called at any time by the chairman as required to transact any business, and the Committee may formulate its own rules and regulations before the calling of such meetings and the conduct of its business. The decisions of the Committee shall be made by majority vote. In the event of a deadlock in the Committee, the question shall be resolved by a vote of the owners of all lots and re-subdivided lots in the subdivision.

Modification and Amendment

36. The Committee 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.

37. 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, including resubdivided lots in Valley View Subdivision.

Enforcement

38. The Committee shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate 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, the Committee may reenter and take possession of the violators' 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 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 its successor in bringing such action.

39. The 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.

Duration

40. 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 shall be automatically extended for successive periods of ten (10) years unless and instrument signed by eighty percent (80%) of the owners of the lots, including re-subdivided lots, have been recorded, agreeing to repeal or amend these covenants.

Severability

41. 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.

IN WITNESS WHEREOF, the Committee has executed this Second Edition of the Declaration of Protective Covenants for Valley View Subdivision this 18th day of JANUARY, 1993.

ATTEST:

ARCHITECTURAL CONTROL COMMITTEE

G.M. Ringley
Secretary

L.W. Gustafson
Chairman

M.J. Gustafson
Vice President

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me by

L.W. & M.J. GUSTAFSON, G.M. RINGLEY,
this 18th day of JANUARY, 1993.

Thomas G. Sekus Notary Public
County of Sheridan State of Wyoming
My commission expires March 13, 1996

Thomas G. Sekus
Notary Public

My Commission Expires: MARCH 13, 1996