

RECORDED OCTOBER 6, 1980 BK 252 PG 73 NO. 801076 MARGARET LEWIS, COUNTY CLERK

THE STATE OF WYOMING }
COUNTY OF SHERIDAN } ss.

EXCEL HOMES INC.

TO THE PUBLIC:

DECLARATION OF PROTECTIVE
COVENANTS

The undersigned, being owner in fee simple of the following described property in Sheridan County, Wyoming, to-wit:

Lots 2, 3, 4, 18, 19, 20, Block 2 of Ridge Acres Estate Addition to the City of Sheridan, Wyoming.

do hereby make this Declaration of Protective Covenants applicable to all areas designated for garages or residences within the described area.

1. All lots of the original plat may be sold in portions for residential purposes or garage storage and use and no building shall be erected, altered, placed or permitted to remain on any lot or portion thereof other than the unit(s) above authorized and no structure shall exceed two and one-half (2½) stories in height and a private garage appurtenant thereto.
2. Architectural Control: No building shall be erected, placed, or altered on any original lot or any portion of any lot until the construction plans and specifications and a plan showing the location of the structure(s) have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure(s) and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this area. No fence or wall shall be erected, placed or altered on any lot (or portion thereof) nearer to any street than allowed by City Code. There shall be no front yard fencing. Approval shall be as provided in Paragraph #16.

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3. Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage, shall be less than 700 square feet or 500 square feet in a story and one-half structure with 900 square feet of finished living area or 500 square feet in a two-story structure with 900 square feet of finished living area.
 4. Building Locations:
 - A. Zero lot line buildings will be permitted.
 - B. For the purposes of this Covenant, eaves, steps, overhangs and open porches shall not be considered as part of a building provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot or portion of a lot owned by others without an easement.
 5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or described on individual deed for sewer and/or water service lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. By these covenants any platted easement for utilities shall be a drainage easement.
 6. Nuisances: No obnoxious 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 neighborhood.
 7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
 8. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such

as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. 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 in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

9. Signs: 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.
10. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
11. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
12. Garbage and Refuse Disposal: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept except in sanitary containers. Garbage cans and refuse containers are to be kept out of sight except on garbage collection day.
13. Fencing Restrictions: The maximum height of any fence shall be six (6) feet. The maximum height of any fencing in front of the rear line of parking slab or garage shall be four (4) feet. No fencing shall be allowed within fifteen (15) feet of the front curb line. Fencing

material and construction design shall conform with the established fencing plan of the subdivision Block 2 lots. All fencing erected on the property line between the properties shall be maintained at the joint equal expense of the owners of both properties.

14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.
15. Architectural Control Committee: The Architectural Control Committee is composed of the following:
Donald R. Carroll, John A. Carroll and W. W. Rawlings, all of Sheridan, Wyoming. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties may be recorded.
16. Procedure: The committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

17. Terms: 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 thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.
18. Enforcement: Owner and its successor shall have the sole and exclusive right and authority to determine compliance with the Covenants contained herein and to allocate and assess the costs for 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, Owner or its successor, may reenter 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 (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, 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 owner.
19. Severability: Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED THIS 30th DAY OF September, 1980.

EXCEL HOMES, INC.

By John A. Carroll
John A. Carroll, President

EXCEL HOMES, INC.
CORPORATE
ATTEST:
SEAL
William W. Rawlings
William W. Rawlings, Secretary

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THE STATE OF WYOMING }
COUNTY OF SHERIDAN } ss.

On this 30th day of September, 1980, before me appeared John A. Carroll, to me personally known, who, being by me duly sworn, did say that he is the President of Excel Homes, Inc., and that one seal of said corporation is affixed hereto, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Secretary acknowledged said instrument to be the free act and deed of said corporation,



Given under my hand and notarial seal this 30th day of September,

Jacques Pometto
Notary Public

My Commission expires: 9-23-83