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**MOUNTAIN SHADOWS II SUBDIVISION**

**SUBDIVIDER/DECLARANT:** P and P Enterprises, a Limited  
Partnership  
Sheridan, Wyoming

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**DECLARATION OF PROTECTIVE COVENANTS FOR**  
**MOUNTAIN SHADOWS II SUBDIVISION**  
**Sheridan, Wyoming**

**THIS DECLARATION**, made this day by P and P Enterprises,  
a Limited Partnership, with principal offices at Sheridan, Wyoming,  
hereinafter referred to as Declarant,

**WITNESSETH, THAT:**

**WHEREAS**, the Declarant is the owner of all lands embraced  
in the Subdivision known as **MOUNTAIN SHADOWS II SUBDIVISION** which is  
platted and of record in Drawer No.   M   Plat No.   59   in the office  
of the County Clerk and Ex-Officio Register of Deeds of Sheridan  
County Wyoming, said Subdivision Plat is by reference being  
specifically made a part hereof in all respects, as if fully set out  
herein; and

**WHEREAS**, the Declarant intends to sell all of the Lots,  
tracts and parcels of land contained in said **MOUNTAIN SHADOWS II**  
**SUBDIVISION**.

**NOW, THEREFORE**, all of the Lots, Park Land, Open Space,  
Irrigation Easements, easements and portions of property in said  
property shall be held, transferred, sold or conveyed by Declarant,  
or by them contracted to be sold, subject to the conditions,  
restrictions, reservations and covenants now on record, and upon the  
following express provisions, reservations, restrictions and  
covenants each and all of which is and are for the benefit of said  
property of the **MOUNTAIN SHADOWS SUBDIVISION** and **MOUNTAIN SHADOWS II**  
**SUBDIVISION** and for each owner of land therein, and shall inure and  
pass with said property, and each and every parcel of land therein,  
and shall apply to and bind the successors in interest of said owner

thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property. It is the intent of these protective covenants that the Architectural Control Committee (ACC) created under Declaration of Protective Covenants for Mountain Shadows Subdivision as recorded with the Clerk of Sheridan County Book 426 Page 467, and/or each individual Lot owner of **MOUNTAIN SHADOWS SUBDIVISION and MOUNTAIN SHADOWS II SUBDIVISION** shall have proper standing for the enforcement of the restrictions contained herein.

(1)

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

(2)

The Park Land and Open Space as designated on the Subdivision Plat shall not be developed or structures placed on such lands except as consistence with recreational park facilities and only as approved by the ACC. The Lot owners through the ACC shall be responsible for the maintenance, repair and improvements relating to the Park Land and Open Space.

(3)

No Lot shall be used except for single family residential purposes. Home based type businesses must be approved by the Architectural Control Committee (ACC) and be in compliance with applicable city ordinances.

No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family residence/dwelling. All garages, shops, storage buildings or other related structures shall be constructed such that they are attached to the single family residential residence/dwelling and architecturally incorporated therein. No buildings shall be detached from the single family residence/dwelling. All buildings shall be new construction and such construction shall be constructed on-site by contractors licensed by the City of Sheridan, Wyoming.

No building that is constructed off-site and requires transportation to any Lot, whole or in partial assembly, will be permitted; this includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state.

(4)

No buildings shall be erected, placed or altered on any Lot until the construction plans and specifications, and a plot plan shall have been approved in writing by the ACC. No fence or landscaping shall be erected, placed or altered on any Lot, or no substantial changes shall be made in the landscape unless approved by the ACC in writing.

(5)

The Architectural Control Committee (ACC) established for **MOUNTAIN SHADOWS SUBDIVISION** shall act as the ACC for **MOUNTAIN SHADOWS II SUBDIVISION**. The ACC committee will consist of at least 3 members and no more than 7 members. A member must be a Lot owner in the **MOUNTAIN SHADOWS SUBDIVISION** or **MOUNTAIN SHADOWS II SUBDIVISION**, or a representative appointed by the Declarant. The ACC will initially be comprised of members appointed at the sole discretion of the Declarant. The membership of the ACC shall continue to be comprised of members appointed solely at the discretion of the Declarant until such time as seventy five percent of the Lots (excluding conveyances to third parties related, owned or controlled by Declarant) in the **MOUNTAIN SHADOWS SUBDIVISION** and **MOUNTAIN SHADOWS II SUBDIVISION** have been sold or conveyed by the Declarant. The initial members and any subsequent members appointed by the Declarant shall serve at the sole discretion of the Declarant and may be removed and replaced by another appointed representative of the Declarant at its sole discretion. Upon the sale of seventy five percent of the Lots by the Declarant, the Lot owners of **MOUNTAIN SHADOWS SUBDIVISION** and **MOUNTAIN SHADOWS II SUBDIVISION** shall annually elect members of the ACC based on one vote for each Lot. Cumulative voting will not be allowed.

The ACC duties are to review and approve all construction and landscaping plans; control, operate, maintain, and improve all common easements, Park Land, Open Areas, Irrigation Easements and any other common land contained in the SUBDIVISION excluding public streets. The ACC will have the authority to assess fees upon individual Lot owners for completion of its duties. Specifically, the ACC may assess a charge not to exceed \$400.00 for review of submitted plans and the ACC may assess charges for the operation, maintenance, and improvement of the common easements, Park Land, Open Areas, and Irrigation Easements and any other common land contained within the SUBDIVISION excluding public streets. The assessments relating to operation, maintenance and improvements shall be based on the actual

expenses incurred by the ACC and shall be assessed per Lot as set forth in the SUBDIVISION Plat. However, property or Lots owned by the Declarant which have not been sold to a third party or which have been conveyed to a third party related to, controlled, or owned by Declarant shall not be subject to any assessments imposed.

It is required that the Lot owner submit architectural and/or engineering drawings and obtain the ACC approval in writing prior to commencing construction of any structure. The drawings must include exterior color schemes, landscaping and surface water drainage plans. The ACC has 30 days to review and offer comments and/or approval, for each submittal.

Changes made to the approved plans during construction must also be prior approved in writing by the ACC.

(6)

The minimum ground floor (main floor) area of the single family residence/dwelling, exclusive of porches, carports or garages, shops, and/or storage areas shall not be less than:

View Lots (which are Lots located in Block Two of the SUBDIVISION Plat ):

|                |              |
|----------------|--------------|
| Single Story = | 1,600 sq.ft. |
| Multi story =  | 1,400 sq.ft. |

Other Lots (which are Lots located on Blocks One, Three, Four, Five of the SUBDIVISION Plat):

|                |              |
|----------------|--------------|
| Single Story = | 1,400 sq.ft. |
| Multi Story =  | 1,200 sq.ft. |

All residences/dwellings shall have at least a two car garage. No structure shall exceed 35 feet in height, as measured from the top of curb in the center of the front Lot line, or a side Lot line if on a corner Lot to the highest point on the structure.

(7)

No residence/dwelling shall be occupied until the exterior construction is entirely completed and all utilities have been installed and operable and certificate of occupancy has been issued by the City of Sheridan Building Department.

(8)

No structure of a temporary character, including but not limited to a trailer, basement, tent, shack, garage, 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.

(9)

No more than one single family residence/dwelling is permitted on any Lot.

(10)

Owners of Lots having utility and/or access easements in accordance with City regulations on the sides of the Lots, and as shown on the SUBDIVISION Plat for this SUBDIVISION shall maintain such easements free of any structures, trees, fences, shrubs unless approved by the ACC.

The streets within this SUBDIVISION are constructed as boulevards with an approximate 6 foot space between the back of curb and sidewalk. It is required that for every 100 foot of Lot front the owner plant and maintain growth of two trees, equally spaced along the front of the Lot. The minimum starting size of these trees shall be a minimum height of ten feet or a minimum trunk diameter of one and one-half inches (1 1/2"). The species of trees to be planted shall be from the following selection: Honey Locust, Green Ash, Silver Maple, Linden (Little Leaf), Burr Oak.

(11)

No birds, dogs, pets, animals, or livestock of any kind shall be kept, raised or cared for on a commercial basis within the SUBDIVISION, and no swine, poultry, goats, horses, chickens, ducks or other livestock shall be permitted to be kept within the SUBDIVISION. Any dog, cat or other pet which may be kept shall be controlled by the owner thereof, so that it shall not become a public nuisance. Any existing ordinances of the City of Sheridan relating to the ownership and control of dogs or other pets shall be applicable to the SUBDIVISION.

(12)

No portion of the property shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, and other wastes, or equipment. All wastes shall be kept in sanitary containers supplied by the City. Any equipment storage must be kept in the attached garage/storage areas.

(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 Lot of the SUBDIVISION. The discharge of

firearms on any part of the SUBDIVISION is specifically prohibited.

(14)

No fences or hedges or walls of any kind shall be erected or placed upon any easements, and should not extend into the front of the residence/dwelling building, without approval of the ACC. 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, and shall not be higher than 6 feet and shall be approved by the ACC. Corner Lot fences, hedges or walls must be approved by the ACC.

(15)

One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, may be permitted on each Lot. No other signs or signage other than address numbers shall be allowed.

(16)

There will be no re-subdividing of any Lot within this SUBDIVISION that would cause the Lots to be smaller than their original size. It will be permissible to re-subdivide two or more Lots such that the resulting Lot/s are all larger than the prior Lots which comprised the re-SUBDIVISION. Any re-SUBDIVISION process must be permitted through the City and shall be subject to all rules, regulations and requirements imposed by the City.

(17)

Upon written request, the ACC may, in its sole discretion, vary the limitations contained in the covenants when strict compliance with the covenants would result in extra-ordinary hardship on a Lot owner, but only to the extent of ten percent (10%) of the numerical restrictions and only to the extent that the requested variance is consistent with the intent and purpose of the covenants which is to insure a SUBDIVISION that is aesthetically attractive and a desirable residential area. The ACC shall approve or disapprove the request for variance within forty-five days of the receipt thereof. Failure of the ACC to approve or disapprove a request for a variance within forty-five (45) days shall not be deemed approval nor waiver of the requirement for approval and shall be deemed a disapproval of the requested variance.

(18)

Easements, access easements and rights of way as shown or indicated on the recorded

SUBDIVISION Plat are hereby reserved in this SUBDIVISION for utilities, such as poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water, cable television facilities, or other public or quasi public utility service purposes, and surface water drainage together with the right of ingress, egress, and egress at any time for the purpose of further construction and repair.

The Lot owner shall be responsible for maintaining the landscaping of all easements and/or access easements on a particular Lot. It is up to the discretion of the ACC to allow fences/hedges/trees within these areas, and such items shall be subject terms of the easements.

The Lot owners through the ACC shall be responsible for the maintenance, repair and improvement of the Irrigation Easements set forth on the SUBDIVISION Plat. The Declarant has entered into a contractual agreement, Irrigation Easement Agreement for the use, access, maintenance, repair, and improvement of the Irrigation Easements which rights and obligations are assigned to the Lot owners via the ACC. A copy of the Irrigation Easement Agreement has been recorded on September 4, 2001, Book 426, Page 477 No. 386060 with the County Clerk for Sheridan County. The obligations of the Irrigation Easement Agreement are considered appurtenant to the Lots of the SUBDIVISION.

The Lot owners through the ACC shall be responsible for the control, maintenance, repair, and improvement of the Park Land and Open Spaces set forth on the SUBDIVISION Plat.

(19)

All building construction shall be completed within 18 months from beginning construction on the building and all landscaping must be completed within 30 months from beginning construction on the building.

(20)

All utilities in the SUBDIVISION will be placed underground unless otherwise approved by the Declarant or ACC. The utility company will provide for the installation of the utilities to a point adjacent to, or within an easement, of each Lot. The owner of each Lot shall be responsible for installing the utilities on their Lot, said installation to be at the cost of the owner of such tract.

(21)

All communication towers/dishes or similar structures shall be placed on the residence/dwelling. Dishes shall not be greater than two feet in diameter and towers

shall be no longer than 4 feet. All dishes and towers must be approved by the ACC.

(22)

Each residence/dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence/dwelling. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers, RVs or similar vehicles of any kind shall be allowed to be permanently parked or stored on any Lot without being stored within a garage. For purposes of this paragraph permanent means not more than 14 consecutive days and/or not more than 30 total days per year.

(23)

Declarant hereby reserves to itself, and its assigns, perpetual easements across such land in the **MOUNTAIN SHADOWS SUBDIVISION and MOUNTAIN SHADOWS II SUBDIVISION**, as indicated on the SUBDIVISION Plat and all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the landowners across which the water flows) for the purpose of construction, maintenance and operation of the utility systems and conveyance of irrigation water.

(24)

The ACC shall have the right and authority to determine compliance with the covenants contained herein and to allocate and assess the costs for fulfilling its duties as set forth herein including operation, control, maintenance, repair, and improvement of the Park Land, Open Spaces, Irrigation Easements and other common areas set forth on the SUBDIVISION Plat but excluding public streets. Upon the violation of any covenant or restriction, 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, ACC, or its assign, may re-enter the violator's premises and correct the violation and recover from the violator any costs or damage incurred in correcting such 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, the violator, in addition to any of the other remedies provided herein or which may be assessed by a court, shall be liable for all reasonable attorney's fees and costs incurred



by the ACC or its assign in bringing such action. This paragraph should not be construed to limit standing to enforce these protective covenants by an individual Lot owner. It is the intent of the Declarant that an individual Lot owner may seek to enforce these protective covenants with the same rights and remedies afforded the ACC including the enjoining of any violations, recovery of damages, recovery of \$25.00 per each day of violation which recovery shall be contributed to the ACC, and recovery of all reasonable attorney's fees and costs.

(25)

**MOUNTAIN SHADOWS II SUBDIVISION** is located in close proximity to the Sheridan County Airport and no owner of any Lot (nor his successors or assigns) shall have a cause of action against Declarant, its assigns or the City and County of Sheridan arising out of the noise or other disturbance which may result from the legal operation of aircraft in the airspace over and adjacent to the SUBDIVISION.

(26)

These covenants may be amended or altered upon the written approval of seventy-five percent of the Lot owners in **MOUNTAIN SHADOWS SUBDIVISION and MOUNTAIN SHADOWS II SUBDIVISION**. Each Lot shall be considered to have one owner for purposes of this paragraph. The Declarant as the owner of unsold Lots shall be entitled to one vote for each Lot which the Declarant owns. Any such amendments or alterations shall be binding on all the Lots located within the SUBDIVISION.

(27)

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 are recorded, after which time, said covenants shall be automatically extended for successive period of ten (10) years unless an instrument agreeing to change said covenants in whole or in part has been signed by seventy-five percent (75%) of the then owners of the Lots and recorded. Each Lot shall be considered to have one owner for the purposes of this paragraph

(28)

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.

(29)

There are no irrigation water rights transferred by the Declarant. All landscape

watering must be from the City of Sheridan  
water services supplied to the individual Lots.

(30)

All Lot owners must maintain the entire property at all times prior to construction. Such maintenance shall include but not be limited to keeping the property mowed and free of weeds. After construction, all structures and open areas shall be maintained to match the neighboring properties.

(31)

The property located in the plat of the **MOUNTAIN SHADOWS II SUBDIVISION** was originally platted in the **MOUNTAIN SHADOWS SUBDIVISION** Drawer No. M Plat No. 56 and were subject to Declaration of Protective Covenants recorded with the Clerk, Sheridan County, Wyoming Book 426 Page 467. It is the intent that the restrictive covenants for **MOUNTAIN SHADOWS SUBDIVISION** and **MOUNTAIN SHADOWS II SUBDIVISION** be construed together such that the rights, obligations, and restrictions are uniformly applied to the lots in both SUBDIVISIONS.

IN WITNESS WHEREOF, the Declarant has executed this  
"Declaration of Protective Covenants for **MOUNTAIN SHADOWS II**  
**SUBDIVISION**" this 31 day of August, 2004.

P and P Enterprises,  
A Limited Partnership

By: *Jack E. Pelissier*

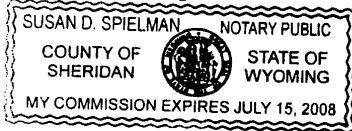
STATE OF WYOMING

County of Sheridan

: ss.  
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The foregoing instrument was acknowledged before me this 31st  
day of August, 2004, by Thomas J. Allen and  
Jack E. Pelissier, the Managing Partners of P and  
P Enterprises, a Limited Partnership.

WITNESS my hand and official seal.



*Susan D. Spielman*  
Notary Public

My Commission Expires: July 15, 2008