

RECORDED APRIL 26, 1978 BK 229 PG 238 NO. 734724 MARGARET LEWIS, COUNTY CLERK

R O C K Y H I L L S 2 N D S U B D I V I S I O N

SUBDIVIDER: HENRIETTA E. SONGER, a Single Person

DECLARATION OF PROTECTIVE COVENANTS FOR:

Rocky Hills 2nd Subdivision
SHERIDAN COUNTY, WYOMING

THIS DECLARATION, made this day by Henrietta E.
Songer, a single person, hereinafter referred to as Declarant,
WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands
embraced in the Subdivision known as Rocky Hills 2nd Subdiv., which
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 Declarant intends to sell all of the
lots, tracts and parcels of land contained in said Rocky Hills
2nd Subdivision.

NOW, THEREFORE, all of the lots, parcels, tracts
and portions of said property shall be held, transferred, sold
or conveyed by Declarant, or by her 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, restrictions, covenants and reservations are imposed upon the lands comprising Rocky Hills 2nd 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)

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

(2)

No tract or lot shall be used except for residential or multiple family dwellings, only. All buildings shall be new construction. Prior to construction of multiple family dwellings, the owner shall prove that adequate domestic water is available and that the proper sewer system can be designed and constructed.

(3)

No building shall be erected, placed or altered on any building plot until the construction plans and specifications and a plot plan shall have been approved by the undersigned owner or her assignee or agent. 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 owner or assignee or agent. At the time 80% of the lots in Rocky Hills 2nd Subdivision shall have been sold and conveyed by the undersigned owner, the purchasers of said lots shall elect an architectural control committee consisting of three members who shall then replace the undersigned owner as the approving agency for the provisions of these covenants.

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(4)

The principal single family dwelling shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces and garage and storage building of 900 square feet, except that where the said principal single family dwelling is a 1½ or 2-story dwelling, the minimum ground floor area shall be 1100 square feet and the total living area of the 1½ or 2-story dwelling shall not be less than 1600 square feet. A tri-level single family dwelling shall have a minimum of 1600 square feet of finished living area on the two upper levels. A multiple dwelling shall have a minimum fully enclosed area devoted to living purposes, exclusive of porches, terraces and garage and storage building of 900 square feet per unit.

(5)

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

(6)

No structure of a temporary character, 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.

(7)

No more than one residence is permitted on any lot as a principal use, except in multiple family lots.

(8)

No building shall be located on any building plot nearer than 20 feet to any adjacent property lines. 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.

(9)

No animal, livestock, or poultry shall be raised, bred or kept for any commercial purpose on any tract; goats, bulls, and stallions and swine are expressly forbidden and none shall be kept at any time on any tract for any purpose. A family garden is permissible, but no additional ground shall be broken for farming purposes. No other agricultural activity shall be engaged in other than the cutting of existing hay fields. The Architectural Control Committee or owner's approval is expressly required for the erection and maintenance of buildings for livestock.

(10)

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. No inoperable motor vehicles of any kind shall be stored on the property.

(11)

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. The property shall be maintained in an attractive condition at all times. Hunting of any kind on any part of the subdivision is forbidden. No discharge of firearms will be allowed in the Rocky Hills 2nd Subdivision.

(12)

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. Fences shall not obstruct riding paths or recreation area.

(13)

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. One sign to identify owner or occupant of property as approved by Architectural committee.

(14)

There will be no re-subdividing of any tract (lot) in the subdivision, unless municipal sewer and water systems become available.

(15)

The undersigned owner 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.

(22)

All utilities in the subdivision will be placed underground unless consent in writing to above the ground construction of electrical and telephone service is given by Henrietta E. Songer, her representatives or successors in interest. The utility company will provide for the installation of the utilities to a point adjacent to each tract (lot). The owner of each tract (lot) shall be responsible for installing the utilities on their tract, said installation to be at the cost of the new owner of such tract (lot).

(23)

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 subdivider, her representatives or successors in interest as a part of the plans for the improvements to be located on the property. No external structures, including but not limited to radio towers or television antennas higher than 20 feet above the highest roof line of the dwelling house shall be erected and all such towers and antennas must be attached to the dwelling house.

(24)

All exterior lighting and standards must be approved by the undersigned owner or the Architectural Control Committee.

(25)

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 boundaries of any road rights of way. No trailers, campers, motor or mobil homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be allowed to be parked or stored on any lot except in the rear portion thereof. For purposes of this paragraph, "rear portion" is defined as that portion of a lot which has as its front boundary line parallel with the road fronting said lot and passing through the corner of the residence furthest therefrom or, in the instance of a corner lot, bordered by two roads, it shall be that portion having as its front boundary lines parallel with each road and passing through the corners of the residence furthest therefrom.

(26)

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. The undersigned owner or Architectural Control Committee must approve or disapprove structures of this type.

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(16)

All domestic water wells shall be located a minimum of 100 feet from any sewer leach field and a minimum of 30 feet from any adjacent property line. No sewerage disposal system shall be constructed, altered, or allowed to remain or used unless fully approved as to design, capacity location and construction by the Wyoming Environmental Quality Department. When seventy-five per cent (75%) of the lots have been sold the systems must be approved by the Architectural Control Committee and the Wyoming Environmental Quality Department.

(17)

At any time that a central sewer system or a municipal sewer hookup should become available, all tract owners in the subdivision will be required to convert and subscribe to that service.

(18)

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.

(19)

These restrictions and covenants may be altered or amended at any time upon the approval of the owner or owners of 80% of the lots in Rocky Hills 2nd Subdivision.

(20)

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 of these covenants and these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 80% of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part or to the revocation of said covenants.

(21)

The access road to the Subdivision will be constructed with asphalt surfacing by the undersigned owner. The access road and all roads within the Subdivision are to be maintained, improved and repaired when necessary by all owners on an equal share of the cost per lot basis.

(27)

If a lot owner wishes to construct an access road on his property, other than those platted, construction and maintenance will be at said lot owner's own expense. It will also be said lot owner's responsibility to conform to County or State requirements for merging driveways into County or State roads, including necessary culverts, which culverts shall be a minimum of 12 inches diameter or that approved by the County or State.

(28)

All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.

(29)

Owner and her successors in interest 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 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 her successor, 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 owner or her successor in bringing such action.

(30)

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.

MISCELLANEOUS

It is the intention of the Declarant that the lands located in said subdivision shall be developed and maintained as a highly desirable rural residential area; and the purpose of the foregoing covenant is that the present natural beauty, growth, native setting, and surroundings shall always be protected insofar as possible in connection with the uses of structures permitted by the foregoing Declaration of Protective Covenants.

IN WITNESS WHEREOF, the Declarant has executed
this Declaration of Protective Covenants for ROCKY HILLS
2ND SUBDIVISION this 25TH day of APRIL, 1978.

Henrietta E. Songer
Henrietta E. Songer

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

The foregoing instrument was acknowledged before
me this 25th day of April, 1978, by Henrietta E. Songer,
a single person.

Witness my hand and official seal.

Mildred K. Johnson
Notary Public

My Commission expires: January 2, 1979.

