

DECLARATION OF PROTECTIVE COVENANTS

FOR MITCHELL 2ND SUBDIVISION
SHERIDAN COUNTY, WYOMING

This Declaration is made by Ina M. Mitchell, whose address is 124 Wagon Box Road, Story, WY. 82842, hereinafter referred to as "Declarant".

The Declarant is the owner of all lands embraced in the subdivision known as Mitchell 2nd Subdivision which is platted and of record in the office of the County Clerk and Ex-Officio Registrar of Deeds of Sheridan, Wyoming. The plat is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as if fully set out herein.

The Declarant intends to sell all of the tracts contained in Mitchell 2nd Subdivision.

All of the tracts shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon 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. 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 is 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 Mitchell 2nd Subdivision.

It is the intention of the Declarant that the lands located 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 Mitchell 2nd Subdivision as an obligation or charge against the same for the benefit of each and every 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 tract in this subdivision and are as follows:

1. USE AND BUILDINGS. All lots within the Area shall be used exclusively for residential purposes and no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot within the Area other than any combination of the following:
 - A. One single-family main dwelling house or trailer;
 - B. One garage for each such house;
 - C. One utility building for the purpose of storage of items incidental to residential use;
 - D. One barn.
2. Each mobile home shall be skirted within 90 days after it is moved onto the lot, and the skirting shall be kept well painted at all times.
3. No portion of the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within enclosures or recessed in the ground. The burning of garbage or trash in incinerators is prohibited, and all containers shall be secure against spillage.
4. No noxious or offensive activities shall be carried on within the subdivision or upon any lot at any time, nor shall anything be done which may constitute an annoyance or nuisance to any other owner within the subdivision.

5. Off-street parking for at least two vehicles shall be provided on each lot. Only motor vehicles capable of being moved under their own power may be parked upon the streets of the subdivision, and they shall remain so parked only for reasonable periods of time. (No street or other open area shall be used for the purposes of dismantling or repairing of any vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.)
6. No sewage disposal system shall be constructed unless fully approved as to design, capacity, location and construction by the Wyoming Environmental Quality Department or the Sheridan County Engineering Office.
7. All tracts shall be maintained in an orderly manner. Waste and refuse are to be kept in closed containers and shall be moved to a public dump at time of disposal. Garbage may not be burned. Normal agricultural ditch burn, etc. may be permitted if done with care and discretion in conformity with County rules or regulations. All vehicles of whatever nature parked anywhere within the boundaries of the subdivision must be currently licensed and/or operable on public roads.
8. No owner of any tract will do or permit to be done any act which is or may become a nuisance to other lot owners.
9. Since it is the desire to retain the Mitchell 2nd Subdivision in as near its natural state as possible and to maintain peace and quiet in the area, there shall be no hunting allowed.
10. All electrical, telephone and television service lines shall be placed underground.

11. No snowmobiles, motorcycles or other noisy-type vehicles shall be operated on the properties except for egress or ingress to the county roads.
12. At the time 75% of the lots, or tracts, in this subdivision have been sold and conveyed by the undersigned owners, the purchaser or owners of said tracts shall elect an architectural control committee consisting of not less than three (3) members, who shall then take over the duties of the owners to enforce the provisions of these covenants.
13. Declarant shall construct all roads which are indicated on the map within the subdivision. After construction, all costs incurred for maintenance and repair or improvements of the roads for such maintenance, repair or improvements as well as the assessment of the costs therefor shall rest in the Architectural Control Committee. Snow removal costs shall be shared by those residing in the subdivision only.
14. These covenants are to run with the land and shall be binding upon all tract owners and all persons claiming under them for a period of twenty-five (25) years from the date of recording of these covenants as mentioned above. After the twenty-five (25) year period these covenants shall automatically extend for successive periods of five (5) years each unless a meeting is held by the then owners of any lands contained in the Mitchell 2nd Subdivision and the tract owners decide by majority vote to change or replace the covenants with a new set of covenants, which would then be binding on the owners of all tracts covered under said instrument. One vote shall be allowed each tract owner.
15. Severability. In the event any of the covenants or remedies contained herein is invalidated by a judgment or court order the remaining covenants, provisions and remedies shall remain in full force and effect.

IN WITNESS WHEREOF, the declarants have executed
this declaration of protective covenants for

Mitchell 2nd Subdivision this ____ day of ____, 19__.

BY Virginia J. Reindall BY Thad Mitchell
Witness

BY Virginia J. Reindall BY Ina H. Mitchell
Witness

STATE OF WYOMING)

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged
before me by Thad Mitchell +
this 15 day of September, 1990.

Witness my hand and official seal.

Virginia J. Reindall
Notary Public

My commission expires June 14, 1991

