

STATE OF WYOMING )  
 ) ss  
COUNTY OF SHERIDAN )

RECORDED NOVEMBER 7, 1980 BK 252 PG 656 NO 803382 MARGARET LEWIS, COUNTY CLERK  
TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR  
CRYSTAL CREEK SUBDIVISION

A SUBDIVISION IN SHERIDAN COUNTY, WYOMING

This declaration, made on the date hereinafter set forth  
by FLOYD J. FLEMING and INETA M. FLEMING of Sheridan County, Wyoming,  
hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Sheridan  
County, State of Wyoming, which is more particularly described upon the  
plat map as the same that is filed for record with the County Clerk and  
Recorder of Deeds for Sheridan County, Wyoming, in connection with the  
Subdivision designated CRYSTAL CREEK, situated in Sheridan County, Wyoming,  
as the same described in Exhibit "A", attached hereto and incorporated herein  
by reference, and;

WHEREAS, Declarant desires to place certain restrictive and pro-  
tective covenants on the Lots which comprise CRYSTAL CREEK SUBDIVISION  
for the betterment of the health, safety, and welfare of the owners and  
occupants of said Lots;

NOW THEREFORE, Declarant hereby declares that all of the property  
described above shall be held, sold and conveyed subject to the following  
easements, restrictions, covenants, and conditions, which are for the  
purpose of protecting the value and desirability of all of the lots comprising  
CRYSTAL CREEK SUBDIVISION and hereby specifying that these declarations  
shall constitute covenants not merely personal, but covenants the benefits  
and burdens of which run with all the land and binding upon all parties  
having any right, title or interest in the land or any part thereof, their  
heirs, successors and assigns, and shall inure to the benefit of each owner of  
land in the CRYSTAL CREEK SUBDIVISION.

I.

DESIGNATION OF LOTS

The Lots in CRYSTAL CREEK SUBDIVISION are hereby designated single  
family residential lots. No Lot shall be used except for residential purposes.  
No building shall be erected, altered, placed, or permitted to remain on any  
lot other than one single-family dwelling not to exceed two stories in height,  
and a private garage (attached or detached) for not more than two cars, and  
one additional structure for storage or for housing animals within the limits  
of the covenants. No lot may be further subdivided without the approval of  
the Board of County Commissioners for Sheridan County, Wyoming.

## II

### DWELLING QUALITY AND SIZE

(EXCLUSIVE OF MOBILE HOMES)

No dwelling shall be permitted on any lot on the ground floor area of the main structure (exclusive of porches, basements and garages) of which is less than Thirteen Hundred (1,300) square feet or One Thousand (1,000) square feet for a building or more than one story provided that the total finished living area shall be at least Seventeen Hundred (1,700) square feet.

## III

### ARCHITECTURAL CONTROL

No building, structure, fence, or other improvement shall be erected, placed or altered on any lot until the construction plans and specifications and site plan showing the location of the structure(s) have been approved by the Development Committee (provided for herein) as to quality of workmanship and materials; harmony of external design, color, and materials with existing, contemplated and previously approved structures; and as to location with respect to topography and finished grade elevation.

## IV.

### SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than twenty (20) feet to any lot line, street, or access easement. No building shall be constructed north of the building set back line shown for Lot 6 on the Final Plat.

## V.

### NUISANCES

No noxious or offensive activities 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.

## VI.

### TEMPORARY STRUCTURES

Except for a mobile home at least 14 feet wide, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used upon any lot at any time as a residence, either temporarily or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient or incidental to the construction of a permanent structure upon said lot. Any person who wishes to reside in a mobile home must submit a sketch of his proposed home placement and plans for landscaping to the Development Committee for approval. All mobile homes must be at least 14 feet wide or wider and be skirted.

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VII.

SIGNS

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs being used by a builder or the developer, to advertise the property during the construction and sales period.

VII.

LIVESTOCK

No animals of any kind shall be raised or bred for commercial purposes. Animals not raised or bred for commercial purposes are permitted so long as the number, type or habitat of the animals does not become offensive, or a nuisance to the neighborhood. No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision; the owner of each lot is required to keep all animals for which he is responsible within the confines of that lot.

IX.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage and other waste shall not be kept except in sanitary containers.

Rocks, dirt piles and construction debris shall be promptly removed from lots after construction of buildings.

X.

HOUSING

All construction on lots within the Subdivision shall be new, and no permanent building or buildings may be moved from other locations onto the lots. Permanent homes constructed on the lot, modular houses or mobile homes may be placed upon any lot within the Subdivision on a permanent basis.

XI.

PERIMETER ACCESS

- 1) No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the Subdivision to any other lands not included in the Subdivision.
- 2) Access to or from dedicated roads in the Subdivision to lands not included in the Subdivision shall not be denied provided, however, that use of said roads shall be contingent upon a pro-rata contribution to road maintenance by the adjacent landowners, as herein provided.

XII.

DRINKING WATER SUPPLY

- 1) A central water distribution system will provide domestic water for every lot.
- 2) The water supply system will consist of one (1) or more wells, a buried Ten Thousand (10,000) gallon storage tank and a pressure tank and pump.
- 3) All water distribution piping and service lines and connections will be constructed in accordance with requirements of the City of Sheridan.
- 4) An area designated on the plat containing the water treatment and storage facilities shall be leased at no cost from the record owner of Lot 12. This lease shall automatically terminate when the life of these covenants ends.

XIII.

SEWAGE DISPOSAL

- 1) No provision is made in CRYSTAL CREEK SUBDIVISION for PUBLIC or CENTRAL sewage disposal systems.
- 2) No individual sewage disposal system shall be permitted on any lot in the Subdivision, unless the sewage disposal system is located, constructed and equipped in accordance with the requirements of State Law, appropriate State agencies and regulations promulgated by Sheridan County.

XIV.

EASEMENTS FOR UTILITIES

Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided in the recorded plat of CRYSTAL CREEK SUBDIVISION. The said utility easements are hereby dedicated, granted and conveyed to all public utilities and cable television suppliers, privately or publically owned, now or hereafter providing utility and television services to CRYSTAL CREEK SUBDIVISION or any lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, re-placing and maintaining water, sewer, electrical, gas, communications, television and other utility services. All utilities shall be underground unless provided to the contrary by the Development Committee.

## XV.

## IRRIGATION SYSTEM

- 1) A buried PVC pipe distribution system will provide pressurized irrigation water to the edge of each lot.
- 2) Individual owners are responsible for tapping the buried pipes and conveying water inside the lots. Sprinklers must be used for irrigation. No more than seven (7) lots can be sprinkled at one time. Consequently the Development Committee will schedule use of the system by lot owners, whenever necessary.
- 3) Lot owners of Lots 1 thru 11 are severally responsible on an equal basis for the maintenance of the irrigation system, including the pump and all piping within easements and Crystal Creek Drive.
- 4) The Development Committee shall from time to time, as it deems necessary, or desirable, employ, rent or purchase such equipment services and supplies to adequately maintain the system and pay the same from assessments on lots within Crystal Creek Subdivision.
- 5) The Crystal Creek Subdivision will accept one stock certificate to be issued each by the Colorado Colony Ditch Company and the Big Horn Reservoir Company, and to be held in common ownership by all lot owners in Crystal Creek Subdivision.

## XVI.

## WELL AND TREATMENT SYSTEM FOR DRINKING WATER SUPPLY

- 1) The well and treatment system are located on Lot 11
- 2) Lot owners of Lots 1 thru 11 are severally responsible on an equal basis for the maintenance of the well and treatment system which includes the land itself, well and submersible pump, chlorination system, pressure pump and tank, treatment building and all ancillary items located on Lot 11. The Development Committee shall, from time to time, as it deems necessary or desirable, employ, rent or purchase such equipment, services and supplies to adequately maintain the system and pay the same from assessments on lots within Crystal Creek Subdivision. Each home owner shall install a water service fee based on water consumption.

## XVII.

## SUBDIVISION ROADS

- 1) No provision is made in CRYSTAL CREEK SUBDIVISION for PUBLIC MAINTENANCE of street or roads.
- 2) Lot owners of Lots 1 thru 11 are severally responsible, on an equal basis, for the maintenance of CRYSTAL CREEK DRIVE internal to the Subdivision. The Development Committee shall, from time to time, as it deems necessary or desirable, employ, rent or purchase such equipment, services and supplies to adequately maintain the roads and pay the same from assessments on lots within Crystal Creek Subdivision.

3) Parking of trailers, trailer campers, truck campers, bus campers, boats and trailers or otherwise large vehicles, such as stock trucks and trailers, or any vehicles not in operating condition, shall be limited to a period of seventy-two (72) hours when parked in any dedicated road or access easement within the Subdivision.

XVIII.

RECREATION AREA

Lot 12 is designated as a Recreation Area, to be maintained and administered by the Development Committee. The land is available to the lot owners within the Crystal Creek Subdivision for any recreational use acceptable to the Development Committee.

The owners of Lots 1-11 as represented by the Development Committee are the owners of Lot 12 until such time as the Crystal Creek Subdivision becomes annexed to the City of Sheridan. At such time, the Lot shall be dedicated to the Public if the City of Sheridan agrees to be responsible for its maintenance.

XIX.

ASSESSMENTS

Each lot owner is obligated to pay the Development Committee an annual (more frequent if necessary) and special assessments are assessed for maintenance expenses and for administrative expenses (Lots 1 thru 11) of the committee, which are secured by a continuing lien upon each lot against which the assessment is made. Assessments are due thirty (30) days after date of mailing. Assessments not paid within thirty (30) days after the same are due, shall be considered delinquent and shall bear interest from the delinquency date at the rate of fifteen (15) percent per annum. The Development Committee may bring an action at law against the owner or owners obligated to pay the same, or may, at the election of the Committee, foreclose the lien against the property, after notice and filing of the lien in the manner provided by statute for labor and materialman's liens. In the event delinquent assessments are placed in the hands of an attorney for collection or foreclosure, interest, costs and attorneys fees shall be added to the amount to be recovered.

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DEVELOPMENT COMMITTEE

There is hereby established a Development Committee which shall have the following duties and powers:

1) Purpose:

- a. To provide for the maintenance, repair and improvement of the road, and common areas, if any, of CRYSTAL CREEK SUBDIVISION; and
- b. To enforce the declaration of covenants for CRYSTAL CREEK SUBDIVISION; and

c. To promote the health, safety and welfare of the residents of CRYSTAL CREEK SUBDIVISION, and to protect the correlative rights of the residents.

2) Powers:

a. To adopt and publish rules and regulations governing the maintenance, preservation, operation and use of;

1. The dedicated road within the Subdivision;
2. Common areas, and facilities thereon;

b. Adopt and publish guidelines for the imposing of annual (or more frequent, if necessary, for operating reasons) assessments and special assessments;

c. Exercise all powers, duties and authority vested in or delegated to the Development Committee by the Declaration and Restrictive Covenants;

d. To act as arbitrator for any disputes arising between lot owners regarding the interpretation of these Covenants.

e. Maintain such checking or saving accounts as it deems necessary to fulfill its functions.

f. To perform such other functions as are necessary and appropriate.

3) Duties:

a. Cause to be kept a complete record of all its acts and affairs and to present an annual statement thereof to lot owners on December 31st of each year or when such statement is required in writing by one-fourth (1/4) of the lot owners.

b. Supervise all contractors, agents and employees and to see that their duties are properly performed.

c. Issue, or to cause to be issued, upon demand by any lot owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates.

d. Cause the streets, road and common areas, if any, to be maintained for the use and benefit of owners.

4) Membership:

The Development Committee is composed of Floyd J. Fleming and Ineta Fleming of Sheridan, Wyoming, and the record owner of the first lot sold in CRYSTAL CREEK SUBDIVISION. At any time, three-fourths (3/4) of the then recorded lot owners shall have the power, through a duly recorded instrument, to change the entire membership of the Committee. Each lot (regardless of the number of owners of the lot) shall cast one (1) vote for each member of the Committee. Cumulative voting is prohibited.

5) Procedure:

Each committee member shall have one (1) vote. A majority of the committee may act for the committee and may designate an individual to act for it. Meeting of the committee shall be upon five (5) days notice by mail or oral notification (including telephonic notice). The members of the committee shall not be entitled to compensation for services performed pursuant to this Covenant.

In the event of the death or resignation of any member of the committee, the remaining members of the committee may designate a successor by a duly recorded instrument.

The committee's approval or disapproval, as required by these Covenants shall be in writing. In the event the committee, or its designated representative, shall fail to approve or disapprove development plans submitted by an owner within sixty (60) days after the plans have been submitted in writing, approval shall not be required. If no suit is brought to enjoin the construction of any structure prior to the substantial completion thereof, the Covenants relating to the structure shall be deemed to have been complied with.

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GENERAL CONDITIONS

Each of the conditions and Covenants set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each, or whenever the Subdivision is annexed into the City of Sheridan, Wyoming, whichever occurs first. It is, however, provided, that the owners of not less than seventy-five (75) percent of the record fee title owners of lots subject to these Covenants, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Sheridan County, Wyoming. The recorded certificate of an abstractor doing business in Sheridan County, Wyoming, as to the record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

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ENFORCEMENT

The Covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within CRYSTAL CREEK SUBDIVISION, is taken as an assent to be bound by these Covenants during the period of ownership and an agreement to pay all assessments, attorney fees, costs and interest as provided herein. Declarants, the Development Committee, or the owner of any of the lots shall Prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages. The failure of Declarant or of the owner of any of



the other lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorneys fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

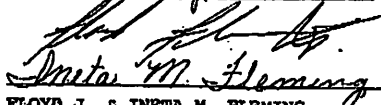
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ENFORCEMENT BY COUNTY

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Board of County Commissioners for Sheridan County, Wyoming, be in the public interest, may, in the sole discretion of the Board of County Commissioners for Sheridan County, Wyoming, be enforced in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorneys fees shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

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SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner effect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 7 day of Aug, 1988

  
FLOYD J. & INETA M. FLEMING

STATE OF WYOMING }  
County of Sheridan } ss.

The foregoing instrument was acknowledged before me this

31 day of August, 1980, by FLOYD J. & INETA M. FLEMING

Witness my hand and official seal.



Caroline Hamilton  
Notary Public