

PARKMAN HILLS SUBDIVISION #2

TRACTS 1-26

SUBDIVIDER: JERRY MEYER
Ranchester, WY

BARBARA MEYER
Ranchester, WY

RAY C. SMITH
Sheridan, WY

BETTY L. SMITH
Sheridan, WY

DESIGNER: WALTER J. PILCH AND ASSOCIATES
Sheridan, WY

DECLARATION OF PROTECTIVE COVENANTS FOR

PARKMAN HILLS SUBDIVISION #2

TRACTS 1-26

SHERIDAN COUNTY, WYOMING

THIS DECLARATION, made this day by Jerry Meyer and Barbara Meyer and Ray C. Smith and Betty L. Smith, hereinafter referred to as Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of all lands embraced in the Subdivision known as Parkman Hills Subdivision No. 2 which is platted and of record in the office of the County Clerk and Ex-Office Register of Deeds of Sheridan, Wyoming, said Plat referred being specifically made a part hereof in all respects, as if full set out herein: and

WHEREAS, the Declarants intend to sell all of the lots, tracts, and parcels of land contained in said Parkman Hills Subdivision, No. 2

NOW, THEREFORE, all of the lots, parcels, tracts, and portions of said property shall be held, transferred, sold, or conveyed by Declarants, 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 (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 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.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the Parkman Hills Subdivision No. 2, 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 rural lots, and will be restricted by all the covenants contained herein.

(2)

Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure, as follows:

- (a) front and side setbacks - fifty feet
- (b) rear setback - fifty feet

(3)

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, except for burning of weeds if authorized by codes.

(4)

No noxious or offensive activity shall be carried on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner or any other portion of the subdivision.

(5)

All tracts in the subdivision must be fenced and the fencing shall be the responsibility of the individual tract owner. The cost of fences on common property lines shall be shared equally by the adjacent property owners.

(6)

One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Committee, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisance shall be erected, altered, or permitted on any tract or lot.

(7)

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 ten percent (10%) of the requirements, and shall have the right to enforce these covenants.

(8)

At the time ninety percent (90%) of the original lots in the Parkman Hills Subdivision No. 2 have been sold and conveyed by the Declarant, the owners of the lots in the subdivision shall elect an Architectural Control Committee consisting of three (3) members and shall then replace the Declarant as the approving agency for the provisions of these covenants. The committee shall be the successor in interest to the Declarant.

The members of the Architectural Control Committee must be owners of tracts in the subdivision. The three nominees receiving the most votes shall serve as members of the committee. Each lot owner shall be entitled to one vote in these elections. Joint Owners of a lot shall only have one vote, and if a person owns more than one lot, he will still have only one vote.

(10)

Elections for the Architectural Control Committee shall be annually, and upon the death or resignation of any member of this committee, the remaining members shall have the authority to designate a successor who shall remain upon the committee until the next annual election. Elections to the Architectural Control Committee shall be held on the first day of March of each year at a meeting called for that purpose. Notice of the meeting by the committee shall be mailed to all property owners within the subdivision at the address given to the committee.

(11)

The members of the committee shall elect a chairman who may also serve as secretary unless another member shall be designated as such. In any event, the secretary shall keep minutes of all proceedings and actions taken by the committee and shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee may formulate its own rules and regulations before the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by majority vote. In the event of a deadlock in the Architectural Control Committee, the question shall be resolved by a vote of the owners of all lots in the subdivision.

(12)

Easement and rights of way as shown or indicated on the recorded plat are hereby reserved in this Subdivision for 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, together with the right of ingress, egress and egress at any time for the purpose of further construction and repair.

(13)

The Declarants, or its successors and assigns, shall construct electric service to property line for household and livestock watering purposes. The operation and maintenance of roads shall be shared by tract owners on an equal share per lot owned. Snow removal costs shall be shared by those residing in the subdivision only.

(14)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five percent (75%) of the lots in Parkman Hills Subdivision No. 2.

(15)

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 periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then owners of the lots has been recorded, agreed to change said covenants in whole or in part.

(16)

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

(17)

The Declarants hereby reserve to themselves, their successors and assigns, perpetual easements across such land in the Parkman Hills Subdivision No. 2 along 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, maintaining, and operation of the ditches for proper irrigation and drainage of all meadow lands or any lots or tracts, therein. The Declarants similarly reserve to themselves, their successors, and assigns, the right to irrigate and go on all such lands at all reasonable times, for the purpose of preserving and maintaining the natural beauty.

(18)

Declarants and their successors 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 improvements 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, Declarants or their successors 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 Declarants or their successors in bringing such action.

(19)

The Declarant and, when constituted, the Architectural Control Committee shall have a lien against each lot to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming.

(20)

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.

(21)

All trailer house will be permitted on all of the tracts in the Parkman Hills Subdivisions No. 2. All permanent trailers must be placed on a permanent foundation or skirted. No temporary trailers will be allowed for a period exceeding thirty (30) days on any of the tracts of the Parkman Hills Subdivision No. 2.

(22)

Subdivider has drilled four (4) test wells within Parkman Hills Subdivision and Parkman Hills 2nd Subdivision and has shown that water is available for domestic use in accordance with Sheridan County Subdivision regulations. The driller's logs, reports and information are available to both the subdivider and the tract or lot owner. The original driller's logs, reports and information have been filed with the Sheridan County Engineer at the Sheridan County Courthouse, Sheridan, Wyoming. This information may be reviewed during normal business hours.

(23)

Re-Subdivision of any tract in Parkman Hills Subdivision No. 2 shall be prohibited.

(24)

Residences, buildings, fences, walls, exterior lighting facilities, domestic water or waste water disposal systems or other structures may be constructed, replaced or altered on any lot within the subdivision only after the plans and specifications showing the location of the structure and the plans for construction have been approved by the Declarant or its successor in interest as to the quality of workmanship and materials, harmony of colors to blend with surrounding area and specifically disallowing bright, shiny metallic-type external finish and harmony of external design with the existing structures, location with respect to topography, finished grade, elevation and compliance with the covenants contained herein.

(25)

Within fifteen (15) days after receiving these plans, the Declarant or its successor in interest shall either approve or disapprove in writing such plans and specifications. In the event the Declarant or its successor in interest fails to approve or disapprove in such period of time, after the plans have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with. If the plans shall be rejected because of noncompliance with the covenants and restrictions, the reasons therefore shall be stated. The person submitting the plans shall have a right to make application to the Declarant or its successor in interest for review of its decision and may request a variance from the restrictions.

(26)

During the course of construction of any structure or system, Declarant or its successor in interest shall have the right to inspect the work to insure that it conforms with the approved plans. The Declarant or its successor shall have the right to inspect any structure or system prior to covering.

(27)

Commencement of any construction before approval has been given by Declarant or its successor in interest will be a violation of these covenants.

(28)

Animals, livestock and poultry may be kept, raised and bred only for family use and enjoyment. All livestock shall be confined by a fence, corral or enclosure which is sufficient to restrain them.

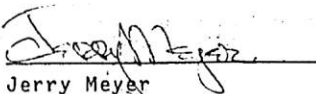
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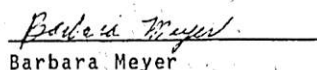
Owners of land in the subdivision shall follow proper land management procedures to prevent overgrazing or erosion of the soil. The Declarant or its successor in interest shall have the exclusive right to determine when overgrazing or erosion is threatened by the acts of property owners. If the Declarant or its successor in interest determines grazing or erosion is threatened, it may order the property owner to limit or cease his activities. Failure to obey such an order will be a breach of this covenant.

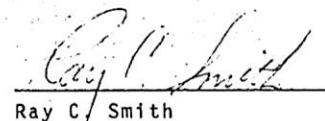
(30)

No tract owner will be allowed to install a sewer drain field in the areas shown on the subdivision plat as restricted, unless approved by Wyoming Public Health Service, or Sheridan County. Tract owners shall comply with all Public Health and Sheridan County requirements for obtaining a sewer system permit. The installation shall be inspected by either the Sheridan County Sanitation, Public Health Service, a W.J. Pilch and Associates representative, or a qualified engineer before the system is backfilled or covered.

IN WITNESS WHEREOF, the Declarants have executed this "Declaration of Protective Covenants for Parkman Hills Subdivision No. 2", this 29 th day of March, 1978.


Jerry Meyer


Barbara Meyer


Ray C. Smith


Betty L. Smith

STATE OF WYOMING)
)
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
 me this 29th day of March, 1978, by
Smith and Betty L. Smith.



WITNESS MY HAND AND OFFICIAL SEAL.

Wanda W. Fitzpatrick
 Notary Public

My Commission expires; Feb. 28, 1981

STATE OF WYOMING)
)
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
 me this 29th day of March, 1978, by
Henry Meyer and Barbara Meyer.



WITNESS MY HAND AND OFFICIAL SEAL.

Wanda W. Fitzpatrick
 Notary Public

My Commission expires; Feb. 28, 1981