

DECLARATION OF AMENDED PROTECTIVE COVENANTS FOR

**Crown "A" Subdivision
Sheridan County, Wyoming**

AMENDED AS OF FEBRUARY 28, 2011 BY SUBDIVISION PROPERTY OWNERS

The business of Crown "A" Subdivision is managed by a president, vice-president, secretary/treasurer and Architectural Control Committee elected by the Crown "A" Subdivision Owners Group. Each lot controls one vote. Actions may be approved by a majority of those present at a meeting of the Owners Group.

This subdivision was declared by Lynn E. de Almeida on November 27, 1974, with protective covenants attached to lot ownerships. These covenants remain in force until amended or terminated by action of the lot owners.

The following covenants are imposed upon the lots comprising the Crown "A" Subdivision for the benefit of the lot owners. These covenants are imposed upon every lot and tract in the 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 purposes and no business shall be conducted on the premises, except for owner-operated home office businesses. Such businesses shall provide no direct services to clients at the residence and shall have no employees. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling with necessary garage or outbuildings. All buildings shall be new construction. No modular homes shall be constructed in said Subdivision. Necessary buildings, corrals, water facilities, and other structures for the purpose of keeping livestock for family recreation, shall be permitted on any tract. Every effort shall be made to keep such structures attractive and painted, and concealed from general view to the extent possible. No junk automobiles or unusable automobiles, and no farm machinery shall be permitted to stand on said tract or lot, unless the same is properly enclosed in sheds or enclosures and not visible from road or other dwellings.



(3)

No buildings 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 Architectural Control Committee. This Committee shall consist of three members who are the approving agency for the provisions of the subdivision covenants. Committee members shall be elected by the Owners Group.

(4)

The principal dwelling shall have minimum, fully enclosed, ground area devoted to living purposes, exclusive of porches, terraces, and garage of 1100 square feet, except that where the said principal dwelling is a 1-½ or 2-story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, provided that the total living area of the 1- ½ or 2-story is not less than 1600 square feet. A tri-level dwelling shall have a minimum of 1,400 square feet of finished living area on the two upper floors.

(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, barn 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.

(8)

No building shall be located on any building plot nearer than eighty (80) feet to the front lines, or nearer than fifty (50) feet to an interior building lot line or rear lot line. 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 animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any tract. Goats, swine, and sheep are expressly forbidden and none shall be kept at any time on

any tract for any purpose. In order to prevent overgrazing, livestock shall be kept in a small corral of not to exceed twenty percent (20%) of the lot size and only allowed to occasionally graze in remaining native grass areas owned and fenced by owner. A family garden is permissible, but no additional ground shall be broken for farming purposes. The Architectural Control Committee's or owners' approval is expressly required for the erection and maintenance of buildings for livestock.

(10)

Stallions or bulls must be confined in a corral or like enclosure at all times while within the limits of the above mentioned Subdivision.

(11)

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. Open fires are prohibited unless continuously attended. Burning of household trash in open fires is prohibited.

(12)

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. Hunting of any kind on any part of the Subdivision is forbidden, with the exception of archery hunting. No discharge of firearms will be allowed in the Crown "A" Subdivision.

(13)

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 Architectural Control Committee. Any new fence construction must be as follows: steel, treated or painted posts, or other materials deemed appropriate by the Architectural Control Committee. If poles, they must be peeled, lumber must be stained or painted. New wire must be used.

(14)

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.



(15)

There will be no re-subdividing of any tract in the Subdivision.

(16)

The Architectural Control Committee shall have the right to vary the limitations provided by the restrictions and covenants to the extent of 10% of the requirements, and shall have the right to enforce these covenants.

(17)

All domestic water wells shall be located a minimum of one hundred (100) feet from any sewer leach field and a minimum of fifty (50) feet from any property line.

(18)

All sewer systems shall be placed a minimum of fifty (50) feet from any property line or creek, and one hundred (100) feet from any spring. All sewer system construction must comply with Public Health Standards, and must be inspected and approved by Sheridan County before covering. At any time that a central sewer system should become available to the Big Horn area, all tract owners in the Subdivision will be required to convert and subscribe to that service.

(19)

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.

(20)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 80% of the lots in Crown "A" Subdivision.

(21)

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, unless an instrument signed by 80% of the owners of the lots has been recorded agreeing to amend said covenants in whole or in part.



(22)

All roads within the Subdivision will be constructed with gravel surfacing by Crown "A" Subdivision. All roads within the Subdivision are to be maintained, improved and repaired when necessary by all adjacent tract owners on an equal share-of-the-cost basis. No access to lots shall be permitted except by interior roads provided by the Subdivider, with the exception of the access from roads already existing as of the date of these covenants.

(23)

All buildings constructed on the premises shall be of basic colors in harmony with the surrounding area and shall be limited to shades of dark red, dark green, dark blue, browns or grays, exclusive of trim, and this limitation shall likewise apply to all roof materials.

(24)

All utilities in the Subdivision will be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to each tract. The owner of each tract shall be responsible for installing the utilities on their tract, said installation to be at the cost of the owner of such tract.

(25)

No property owner shall place upon his premises, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the road. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the road or from adjoining tracts. Protective enclosures to screen the above must be approved by the Architectural Control Committee as a part of the plans for the improvements to be located on the property. No towers or radio or television antennae higher than twenty (20) feet above the highest roof line of the dwelling house shall be erected and all such towers and antennae must be attached to the dwelling house.

(26)

All exterior lighting and standards must be approved in advance by the Architectural Control Committee, which shall give consideration to the maintenance of a dark sky within the subdivision.

(27)

Each dwelling shall be constructed with adequate off-street parking for at least two automobiles per residence. No parking shall be allowed within the road right-of-way.

(28)

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 Crown "A" Subdivision Architectural Control Committee must approve or disapprove structures of this type.

(29)

Culverts shall be a minimum of fifteen (15) inches in diameter or that allowed for merging driveways into County approved roads and across road barrow pits.

(30)

The Crown "A" Subdivision Owners Group reserves to itself perpetual easements across such land in the Crown "A" Subdivision, along all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the land owners across which the water flows) for the purpose of construction, maintenance, and operation of the ditches for proper irrigation and drainage of all meadowlands or any lots or tracts therein. The Owners Group similarly reserves to itself the right to irrigate and go on all such lands at all reasonable times, for the purpose of preserving and maintaining the natural beauty.

(31)

There shall be no commercial mining or quarrying on said lands.

(32)

The lands shall not be overgrazed or abused and there shall be no commercial livestock operations on said lands.

(33)

The Architectural Control Committee 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, the Architectural Control Committee may correct the violation at the expense of the lot owner. 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 the Crown "A" Subdivision in bringing such action.

(34)

There is excepted from these covenants and restrictions, the existing ranch house (that is the two story frame house found on the southwest corner of Jackson Creek) which dwelling was constructed many years ago.

(35)

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.

IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Amended Protective Covenants"

for Crown "A" Subdivision this 24th day of March 2011.

<u>Lot #</u>	<u>Property Owner(s)</u>	<u>Signature</u>
1	Andrew Sams	_____
2	Wayne or Patty Fisher	<u>Wayne Fisher</u>
3	Duane or Lorraine McKinney	<u>Duane McKinney</u>
4&5	Dan or Roxanne Alzheimer	<u>Roxanne Alzheimer</u>
6	Andy or Jeannie Hall	<u>Jeannie Petros Hall</u>
7	Martha Anderson	<u>Martha Anderson</u>

8 Jo Cook

Jo Cook

9 Richard or Linda Sutphin

Linda Sutphin

10 Scott or Anne Nickerson

Scott Nickerson

11 Kurt or Juanita Eisenach

Kurt Eisenach

12 Renee Meador

Renee P. Meador

13 (Officer of) Kawulok Enterprises

14 Boyd or Regina Serres

Regina Serres

15& Gwen Burgess

Gwen Burgess

16

17 Duane or Jona Horner

Duane Horner

18 Bill or Mavis Biastoch

Bill E. Biastoch

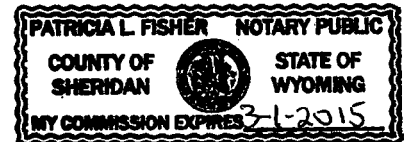


STATE OF WYOMING)
 : SS,
COUNTY OF SHERIDAN)

Signed and sworn to before me by Crown "A" Subdivision Property Owners as follows:
Lot 2-Wayne Fisher, Lot 3-Duane McKinney, Lots 4 and 5-Roxanne Alzheimer, Lot 6-Jeannie Hall,
Lot 7-Marty Anderson, Lot 8-Jo Cook, Lot 9-Linda Sutphin, Lot 10-D. Scott Nickerson, Lot 11-Kurt
Eisenach, Lot 12-Renee P. Meador, Lot 14-Gina Serres, Lot 15 and 16-Gwen Burgess, Lot 17-
Duane Horner, Lot 18-William E. Biastoch

this 24th day of March, 2011.

Witness my hand and official seal.



Patricia L. Fisher
Patricia L. Fisher

My Commission expires: 3-1-15.



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BOOK: 524 PAGE: 173 FEES: \$41.00 KH AMENDED CONVENANT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2011-687164 AMENDED CONVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
PATRICIA FISHER PO BOX 808
BIG HORN WY 82833