

RECORDED JUNE 20, 1984 BK 266 PG 69 NO. 904469 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS

FOR

HIDDEN HILLS LANDOWNERS' ASSOCIATION  
Sheridan County, Wyoming

THIS DECLARATION made this day by the undersigned, being all of the owners of real property located within the boundaries of the Plat of Hidden Hills Landowners' Association, Sheridan County, Wyoming, hereinafter referred to as Declarants,

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of all lands embraced within the boundaries of the Plat of Hidden Hills Landowners' Association as the same 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 herein set out; and,

WHEREAS, for the purpose of insuring that orderly development of all lands within the boundaries of the Plat of Hidden Hills Landowners' Association, will be in such manner as to maintain "the natural state of the lands", including the development of roads, placement of homes and other buildings, use of materials and methods of construction, and the uses to which the land can be developed;

NOW, THEREFORE, the Declarants hereby declare that all of the lands within the boundaries of the Plat of Hidden Hills Landowners' Association, Sheridan County, Wyoming, shall be held, sold, conveyed, subject to the following easements, restrictions, covenants and conditions which are for the purposes hereinafter set forth, which shall run with the real property and be binding upon all parties having any right, title or interest in the described premises, or any part thereof, their heirs, successors and assigns, and shall

inure to the benefit of each owner thereof. Said conditions, restrictions, covenants and reservations imposed hereby upon each and every lot and tract in said plat are as follows:

1. All lands within the boundaries of the Plat of Hidden Hills Landowners' Association, shall be used for residential and/or agricultural purposes only. Provided, however, that when the lands are used for agricultural purposes, the same will not be used in such a manner as to be noxious or offensive to the owners of other tracts within the boundaries of said Plat.

2. That no commercial enterprises of the following nature will be allowed:

- Industrial
- Manufacturing
- Strip Mining
- Feed Lot
- Slaughter House
- Glue Factory
- Saw Mill
- Salvage or Junk Yards
- Land Fills
- Commercial Recreational Activity

3. No bill boards or advertising signs of any nature shall be allowed on the lands within the boundaries of said Plat, except those presently existing.

4. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste. That said trash, garbage and other waste shall be kept in sanitary containers and all equipment for storage or disposal of such materials shall be kept in clean and sanitary condition.

5. That no tracts of land within the boundaries of said Plat can be subdivided into less than seventeen (17) acre tracts. Provided, however, that anyone owning land within the boundaries of said Plat, as of this date, which tract is less than seventeen (17) acres, will be allowed to maintain the same, but said tract can only be conveyed in

the future as an entire tract and cannot be split up in any way unless said tract to be subdivided would be attached to an adjoining tract and after attachment would still meet the seventeen (17) acres limitation.

6. Only single family dwellings, with the outbuildings thereof, shall be allowed on any tract within the boundaries of said Plat. Provided, however, if the property is used for agricultural purposes, the owners thereof can have additional housing for agricultural labor actually employed on the property.

7. No trailers or mobile homes shall be allowed on the premises for residential purposes. Provided, however, recreational vehicles owned by the landowners may be stored on the premises but not used thereon for residential purposes.

8. No sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by the Wyoming Environmental Quality Department. All systems shall be installed by the tract owners and must comply with public health standards.

9. Tract owners shall provide their own water system which shall comply with the laws of the State of Wyoming, and regulations of the State Board of Control.

10. All costs incurred for maintenance and repair or improvement of roads within the boundaries of said Plat, shall be shared by the tract owners within the boundaries of said Plat, on a pro rata basis, or upon a ration to be agreed upon from time to time by the Landowners' Association, excepting those tract owners using direct highway access.

11. A committee of landowners within the boundaries of said Plat to be known as the Hidden Hills Landowners' Association is hereby established. All owners of land within the boundaries of said Plat are members of

said Association and will retain membership during the time they own any of said lands. Any future owners will become members of said Association at the time they become owners of any of said lands. Immediately following the filing of these Protective Covenants in the office of the County Clerk in and for Sheridan County, Wyoming, said Association shall meet and shall elect five (5) members from its Association to be known as the Executive Committee. At such meeting, a temporary chairman and a temporary secretary shall be appointed. Election of members to the Executive Committee will then be held and two executive committee members will be elected for a period of three years; two for a period of two years; and one for a period of one year. Thereafter, as their terms expire, committee members will be elected for a 3-year period. Immediately after the election of the Executive Committee, the Executive Committee will meet and elect from its membership, a chairman, vice-chairman and secretary-treasurer, who will carry on the business of the Association for the next ensuing year. Elections for the Executive Committee will then be held annually during the month of September of each year, on call of the chairman of the Executive Committee.

12. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 75% of the land within the boundaries of said Plat.

13. These covenants are to run within 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 that these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods for ten (10) years, unless an instrument agreeing to change said covenants in whole or in part has been signed by 75% of the then owners of the land within the boundaries of said Plat, and recorded.

14. The Executive Committee above mentioned and its successors in interest, shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and to allocate and assess the costs for 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 then have ten (10) days after receipt of such notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, the Executive Committee, or its successor in interest, may assess damages against the violator at the rate of \$25.00 per day for each day that violation continues after the 10-day notice. In the event suit is required to collect any sum due, or to enjoin the violation of any of the covenants herein contained, the violator, in addition to any other penalties provided herein, which may be assessed by a Court, shall be liable for all attorney fees and costs incurred by the Executive Committee or its successor in bringing such action.

15. 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 Declarants have executed this Declaration of Protective Covenants, this 20th day of June, 1984.

|                           |                         |
|---------------------------|-------------------------|
| <u>Donna J. Danner</u>    | <u>Beverly T. Vail</u>  |
| <u>James Danner</u>       | <u>Ed Dept. L. Vail</u> |
| <u>Esther M. Williams</u> |                         |
|                           |                         |

Ruth & Stephen  
 William H. Fitcher  
 Madeline S. Ugle  
 Gerald V. Olson  
 John A. Rust  
 John Volger  
 Linda J. Volger  
 Donald L. Johnson  
 Duane L. Hansen  
 Glenn R. Heaton  
 Ida Mae Heaton  
 Emory E. Matthews  
 Dwight E. Springston  
 Austin Swickland  
 Pamela Mary See  
 Keith F. Moore

Robert J. Peterson  
 Nancy J. Peterson  
 John H. Hilde  
 Kathleen Olson  
 Judith A. Kuest  
 Kristy Ware  
 Donna M. Schriinger  
 Marcelle R. Huber  
 Glen M. Ruby  
 David A. Ruby  
 Betty L. Matthews  
 Thomas W. Harrington  
 Donna M. Miller  
 Patricia A. Shore

ACKNOWLEDGEMENT

STATE OF WYOMING     )  
                              )  
COUNTY OF SHERIDAN   )

The foregoing instrument was knowledged before me this 15th day of  
April, 1984 by

Ruth G. Atchison and Robert J. Atchison  
Marshall K. Fletcher and Nancy J. Fletcher  
Madeline S. Yale and John Owen Yale  
Gerald V. Olson and Kathleen Olson  
John A. Rueb and Judith A. Rueb  
John Ware and Kristy Ware  
Linda L. Slack  
Pamela Ware See  
Donald L. Pehringer and Leona M. Pehringer  
Ivan L. Hauber and Marcella R. Hauber  
Glenn R. Heaton and Ida Mae Heaton  
Emery E. Matthews and Betty L. Matthews  
Elsa M. Ruby and Louis J. Ruby  
David L. Harrington and Theresa M. Harrington  
Kristie Sutherland  
Esther McWilliams  
Donna J. Kline and James Danner

WITNESS my hand and official seal.



Patricia A. Ware  
Notary Public

My Commission Expires: April 21, 1986

## ACKNOWLEDGMENT—INDIVIDUAL—NO. 1574

THE HALL COMPANY, SHERIDAN 157109—1M—2-74

THE STATE OF WYOMING

County of Sheridan

ss.

On this 21 day of May, 19 84, before me personally appearedKeith F. Ware and Patricia A. Wareto me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as Their free act and deed.Given under my hand and notarial seal this 21 day of May, A. D. 19 84.

PUBLIC

Notary Public.

My commission expires on the 21st day of July, A. D. 19 86.

## ACKNOWLEDGMENT—INDIVIDUAL—NO. 1574

THE HALL COMPANY, SHERIDAN 157109—1M—2-74

THE STATE OF WYOMING

County of Sheridan

ss.

On this 20th day of April, 19 84, before me personally appearedDona M. Mohanto me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.Given under my hand and notarial seal this 20th day of April, A. D. 19 84.

Notary Public.

My commission expires on the 21st day of April, A. D. 19 86.

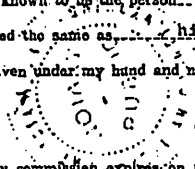
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THE HALL COMPANY, SHERIDAN 157109—1M—2-74

THE STATE OF WYOMING

County of Sheridan

ss.

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Notary Public.

My commission expires on the 21st day of April, A. D. 19 86.



STATE OF California  
COUNTY OF San Diego :SS

The foregoing instrument was acknowledged before me this  
5th day of April, 1984, by Debra L. Felt

WITNESS my hand and official seal.

Ellen Clark  
Notary Public  
My Comm. expires: 5-30-86

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) :SS

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1984, by \_\_\_\_\_

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Comm. expires: \_\_\_\_\_

ACKNOWLEDGEMENT

I (we) the undersigned, owner(s) of land in the area known as Hidden Hills, do hereby acknowledge and accept the Covenants and Plat of the Hidden Hills Landowners Association, and request that this acknowledgment and acceptance be filed with, and become a part of, said Covenants and Plat.

Signature

Date

ATTEST:

Notary Public

My Commission Expires:

Apr 21, 1986

Signature

Date

ATTEST:

Notary Public

My Commission Expires:

Apr 21, 1986

ACKNOWLEDGEMENT

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Carol M. H. [Signature]  
Signature

11-18-87  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTEST: [Signature]

Notary Public

My Commission Expires: 11-17-88, 1988

ATTEST: \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

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Signature

Signature

Date

Date

ATTEST:

*Patricia A. Hare*

ATTEST:

Notary Public

Notary Public

My Commission Expires:

My Commission Expires:

*Apr 21, 1986*


ACKNOWLEDGEMENT

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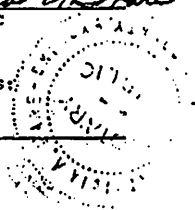
[Signature]  
Signature  
5-21-84  
Date

[Signature]  
Signature  
5-21-84  
Date

ATTEST: [Signature]  
Notary Public  
My Commission Expires:  
April 21, 1986



ATTEST: [Signature]  
Notary Public  
My Commission Expires:  
April 21, 1986



ACKNOWLEDGEMENT

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Signature

Date

6/5/84

ATTEST:

Notary Public

My Commission Expires:

Apr 21 1986

Signature

Date

6/5/84

ATTEST:

Notary Public

My Commission Expires:

Apr 21 1986