
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR

SHINING MOUNTAIN SUBDIVISION

Phase I

Swaney Development, Inc., a Wyoming Corporation, (hereinafter referred to as "Declarant") hereby declares that all of the lands within Shining the Mountain Subdivision, as more particularly described as laid out and shown in the Plat approved by the City Council, City of Sheridan on Sept. 6, 2005 and recorded in Drawer No. 5 Plat No. 111 in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County Wyoming, shall be subject to the express covenants, conditions, restrictions and easements (herein "Covenants), as set forth hereinafter:

1. **Designation of Lots.** These Covenants shall apply to a tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 56 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming; said tract being more particularly described on the attached **Exhibit "A"**. This tract of land is more specifically shown on the afore-mentioned Plat of Shining Mountain Subdivision. Each and all of the Lots described in Shining Mountain Subdivision shall be expressly subject to these Covenants. The record Owner of said Lots shall be referred to herein as the "Owner". All of the lands in Shining Mountain Subdivision shall be held, transferred, sold or conveyed subject to the conditions, restrictions, reservations and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants each and all of which 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. It is the intent of these protective covenants that each individual Lot Owner shall have proper standing for the enforcement of the restrictions contained herein.

2. **Declarant's Intent / General Purpose of Covenants.** Declarant makes these Covenants for the purposes of creating and keeping the Subdivision desirable, attractive, beneficial,

valuable and suitable and for the mutual benefit and general protection of each Lot, the Owners, and the Declarant.

3. **Use of Lots.** Each lot in Shining Mountain Subdivision shall conform to all Covenants expressed herein and on the Plat and shall adhere to all applicable City of Sheridan ordinances, laws and regulations.

4. **Easements.** Easements and rights-of-way are hereby expressly granted and reserved by Declarant for the purposes and in the locations as described and shown on the Plat. Each Lot shall have the benefit and burden of an easement across those areas described and shown on the Plat for: utility easements for the construction, maintenance, operation, replacement, enlargement and repair of electrical, gas, telephone cable, water, storm, drainage, sewer, and similar utility lines, pipes, wire ditches and conduits. These easements are granted and reserved for the benefit of each Lot within the Subdivision.

5. **Temporary Structures / Outbuildings.** No temporary structure, excavation, basement, trailer, motor home, mobile home, tent or any other such structure shall be permitted in the Subdivision except as necessary during construction of improvements on a lot. No temporary structure, excavation, basement, trailer, motor home, mobile home, tent or any other such structure shall be used on any land at any time as residence, temporary or otherwise. 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.

6. **Construction.** All Lot Owners must maintain the entire property at all times prior to construction. Such maintenance shall include but not be limited to keeping the property mowed and free of debris.

7. **Driveways.** All driveways to, and parking pads on, each Lot shall be paved with concrete or asphalt. It is intended that driveways be kept to a minimum and be so located and constructed as to minimize dangerous intersections.

8. **Fences.** All fences for screening, security or other purposes, shall be attractive in appearance. All fences shall be well maintained or maintenance free. There shall be a minimum of forty (40) foot setback from a public street for all fences constructed on any Lot such that no fence shall be constructed within forty (40) feet of any public street.

9. **Drainage.** No Owner shall alter, or allow to be altered, the topographic conditions of any Lot in any way which would permit unusual additional quantities of water drainage, from any

source, to flow from the Lot onto any other Lot, easement or public right-of-way other than what would have ordinarily so flowed had the Lot been left in its original unaltered state prior to the development of the Lot.

10. **Storage.** No unlicensed automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs off trucks or boat rigging shall be stored on any public street in the Subdivision, or in any right-of-way or driveway on a Lot. All storage of any such vehicles, equipment, machinery or other such item on a Lot must be screened from public view either within the garage on a Lot or behind a solid fence. Storage for purposes of this provision is defined as storage of any such vehicles, equipment, machinery or other such item (except for licensed lightweight cars or pickups) without movement for a period exceeding forty-eight (48) hours. This provision does not apply to new equipment being offered for sale by an Owner who is a dealer in new equipment.

11. **Loading Docks and Entries.** Truck loading docks shall be constructed and located in such a manner so as to accommodate all trucks and trailers without requiring protrusion of the truck or trailer into any street during the time of loading or unloading. The traffic area around the loading dock shall be paved with concrete or asphalt.

12. **Parking.** It shall be the responsibility of each Lot Owner to provide adequate parking for both employees and customers, and in no event shall the ratio between employment and car space be less than the minimum required by the City of Sheridan ordinances, laws and regulations.

13. **Landscaping; Clean Grounds; Removal of Wastes.** All unpaved land between the front of a building and the front line of the Lot upon which said building is located shall be landscaped. All such landscaped areas, as well as all unused or undeveloped land, all building and structures and all parking and other areas shall be maintained at all times by the property Owner in a clean, presentable and safe condition. All grass area shall be kept cut and trimmed to maintain a neat appearance, and grass areas shall be kept watered and fertilized to promote growth. Stone and gravel areas are to be kept weed and grass free.

No garbage shall be placed or stored upon any Lot except in tightly covered metal or plastic containers, and said containers shall be maintained in an orderly and sanitary condition and in a manner not constituting a nuisance by reason of wind litter, disorderly appearance, or fire hazard.

All Lot Owners shall be responsible for the removal of undergrowth, debris, rubbish, trash, excess dirt, wastes or garbage, or any other unsightly materials from his or her Lot.

14. **Structure Quality.** All structures on the Lots shall meet all building and zoning codes as adopted by the City of Sheridan. All structures built or placed on the Lots shall be constructed in a professional-like manner, so as to protect the value and desirability of the Lots. All structures shall be maintained in neat and proper condition at all times, including but not limited to painting, repairing, and replacing any items on the structures.

15. **Nuisances.** No noxious or offensive activities shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot shall be maintained in such a way that it becomes a distraction or affects the value of any other Lot.

16. **Amendment.** These covenants may be amended or altered upon the written approval of seventy-five percent of the Lot Owners in **Shining Mountain Subdivision**. Each Lot shall be considered to have one Owner for purposes of this paragraph. Each Lot shall count as one vote. Any such amendments or alterations shall be binding on all the Lots located within the subdivision and shall be recorded with the Sheridan County Clerk.

17. **Duration.** 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 period of ten (10) years unless an instrument agreeing to change said covenants in whole or in part has been signed by seventy-five percent (75%) of the then Owners of the Lots and recorded. Each Lot shall be considered to have one Owner for the purposes of this paragraph. Each Lot shall count as one vote.

18. **Severability.** 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.

19. **Enforcement.** The covenants and restrictions herein set forth shall run with the land and bind the present Owners, their successors and assigns, and all parties claiming under them agree and covenant with the Owners of said property, their successors and assigns to conform to said covenants and restrictions. The purchase of any of the subject property is taken as an assent to be bound by these covenants and restrictions during the period of Ownership and to abide hereby. The

Owner of any of the Lots shall have the right to sue for and obtain injunction to prevent the breach of or to enforce observance of the covenants and restrictions herein set forth, in addition to ordinary legal action for damages. If any Owner is required to take action to enforce these Covenants, the Owner shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with the enforcement hereof, whether such enforcement requires litigation or not, and such damages as may be determined for such violation.

20. **Non Waiver.** Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

Executed and made effective this 18th day of July, 2006.

Swaney Development, Inc.

By: [Signature]
James Swaney, President

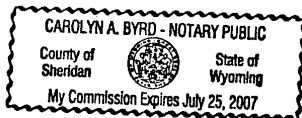
STATE OF WYOMING)

COUNTY OF SHERIDAN)

: ss.

The foregoing instrument was acknowledged before me this 18th day of July, 2003, by James Swaney as President of Swaney Development, Inc. 2006 CTD

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires: 7-25-07