

RECORDED NOVEMBER 5, 1976 BK 218 PG 244 NO. 696484 MARGARET LEWIS, COUNTY CLERK

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C O L U M B U S S U B D I V I S I O N

TRACTS 1-13

SUBDIVIDER: V. C. KNIGHT and VELMA I. KNIGHT  
Addison, Michigan 49220

WALTER J. PILCH and OLGA M. PILCH  
Sheridan County, Wyoming

WILLIAM J. EISELE and SHIRLEY A. EISELE  
Sheridan County, Wyoming

DESIGNER: WALTER J. PILCH and ASSOCIATES  
SHERIDAN, WYOMING

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DECLARATION OF PROTECTIVE COVENANTS FOR

COLUMBUS SUBDIVISION

TRACTS 1-13

Sheridan County, Wyoming

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THIS DECLARATION, made this day by V. C. KNIGHT  
and VELMA I. KNIGHT, WALTER J. PILCH and OLGA M. PILCH,  
WILLIAM J. EISELE and SHIRLEY A. EISELE, hereinafter referred  
to as Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of all lands  
embraced in the Subdivision known as Columbus Subdivision 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 Columbus  
Subdivision,

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 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 Columbus Subdivision, 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 nuisances 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)

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.

(9)

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 these residing in the subdivision only.

(10)

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 Columbus Subdivision.

(11)

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.

(12)

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

(13)

The Declarants hereby reserve to themselves, their successors and assigns, perpetual easements across such land in the Columbus Subdivision, 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.

(14)

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.

(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.

(16)

All trailer houses will be permitted on all of the tracts in the Columbus Subdivision. All permanent trailers must be placed on a permanent foundation or skirted. No temporary trailers will be allowed for only a period of thirty (30) days on any of the tracts of the Columbus Subdivision.

(17)

Subdivider will guarantee all tract owners that there is at least two (2) gallons per minute of well water available for domestic use on each tract. The Buyer of each tract has one year within which to prove that there is not water on his tract. If the owner of the tract proves that there is no domestic water of at least two (2) gallons per minute on the tract; then, at his option, he may return the Deed or the tract back to the subdivider and receive full payment for the tract. Tract owner must drill at least three (3) test holes, at least six hundred (600) feet deep, each, to determine if there is, or is not, water on his tract. The driller's information will be available to both the subdivider and the tract owner.

(18)

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, 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 Columbus Subdivision", this 29th day of October, 1976.

V.C. KNIGHT  
By Walter J. Pilch  
Attorney-in-fact

VELMA I. KNIGHT  
By Walter J. Pilch  
Attorney-in-fact

OLGA M. PILCH

WALTER J. PILCH

WILLIAM J. EISELE

SHIRLEY A. EISELE

SELLERS

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS

The foregoing instrument was acknowledged before me this  
Day of October, 1976, by WALTER J. PILCH,  
Attorney-in-Fact for V. C. KNIGHT AND VELMA I. KNIGHT, husband  
and wife.

WITNESS MY HAND AND OFFICIAL SEAL.

Olga M. Pilch  
Notary Public

My Commission expires: 1-15-78

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS

The foregoing instrument was acknowledged before me this  
day of October, 1976, by WALTER J. PILCH  
and OLGA M. PILCH, husband and wife.

WITNESS MY HAND AND OFFICIAL SEAL.



Jacqueline Pometta  
Notary Public

My Commission expires: My Commission expires September 23, 1979

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS

The foregoing instrument was acknowledged before me this  
day of October, 1976, by WILLIAM J. EISELE  
and SHIRLEY A. EISELE, husband and wife.

WITNESS MY HAND AND OFFICIAL SEAL.

Olga M. Pilch  
Notary Public

My Commission expires: 1-15-78

