

RECORDED MAY 20, 1977 BK 222 PG 178 NO. 709702 MARGARET LEWIS, COUNTY CLERK

SPRING CREEK ACRES SUBDIVISION

Subdivider: Le Vere C. Graham
Story, Wyoming

Designer: Wayne Rosendahl
Story, Wyoming

PROTECTIVE COVENANTS FOR:

SPRING CREEK ACRES SUBDIVISION
Story, Wyoming

ARTICLE 1: Purpose of Covenants

This instrument contains the protective covenants for the SPRING CREEK ACRES SUBDIVISION of Story, Wyoming.

These covenants are designed to preserve the natural beauty of the land and at the same time develop an attractive rural residential area.

ARTICLE 2: Protective Covenants

1. All lots of said subdivision shall be known and described as residential lots and shall be restricted by the covenants contained herein.
2. No lot shall be used for anything but residential purposes, and no business of any nature shall be conducted on the premises. 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 out buildings. All buildings shall be of new construction. Necessary buildings, corrals, water facilities and other structures for the purpose of keeping livestock for family recreation shall be permitted. Every effort shall be made to keep the structures attractive, painted, and concealed from general view as much as possible.
3. No building shall be erected, placed, or altered on any building plot until the building plans and specifications have been approved by the undersigned owner or assignee. No walls or fences shall be erected or any substantial changes made to the landscape without approval from said owner.
4. No dwelling shall be occupied until the exterior construction is complete.
5. No structure of 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.
6. No more than one residence is permitted on any lot as a principal use.
7. No building shall be located on any building plot nearer than 20 feet to the front lot lines or nearer than 50 feet from an interior building plot line or rear line. Eaves, steps, or open porches shall not be considered as part of the building, provided that this shall not be construed to permit any part of a building to encroach on another building plot.

1. Stallions, bulls, or rams must be confined in a corral or like enclosure at all times while within the limits of said subdivision.
2. 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.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the owner or any other portion of the subdivision. Hunting of any kind on any part of the subdivision is prohibited. Trapping of any wildlife on any part of the subdivision is prohibited.
11. Any new fence construction must be done with materials which will not detract from the beauty of the natural environment.
12. No sign of any kind shall be displayed to 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, rent or lease; or signs used by the builder to advertise the property during construction and sales period.
13. There will be no re-subdividing of any tract in the subdivision.
14. All domestic water wells shall be located a minimum of 100 feet from any sewer leach field and a minimum of 50 feet from any property line.
15. All sewer systems must be approved by the owner of the subdivision prior to construction and must comply with Public Health Standards. All sewer systems must be a minimum of 50 feet from any property line. All sewer systems must be inspected by the owner or representative thereof prior to covering. At any time a central sewer system becomes available to the Story area all tract owners in the subdivision will be required to connect and subscribe to that service.
16. Easements and rights of way as shown on the recorded plot 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 access at any time for the purpose of further construction and repair.
17. The restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 80% of the land owners within the subdivision.
18. 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 25 years from the date of the covenants and shall automatically be extended for periods of 10 years unless an instrument signed by 80% of the owners, amending them, is recorded.
19. The undersigned owner or control shall have the right to enforce these covenants.
20. Access roads will be maintained by the property owners on an equal share of the cost basis.

21. 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 their private installation.
22. No property owner shall place upon his premises swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the roads. All tanks must be enclosed or otherwise screened so they will not be visible from street or adjoining tracts. The protective enclosures must be approved by the owner of the subdivision. T.V. or radio antennae will be connected to the dwelling house and shall not be higher than 20' above the highest roof line.
23. No parking shall be allowed within the road right of way.
24. 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 owner or a representative thereof must approve such buildings.
25. In the event of the sale of all the lots an architectural control committee consisting of three of the land owners will be formed to take over the enforcement of the covenants and inspection of any new building.
26. The owner and successors shall have the sole right and authority to determine compliance with these covenants and allocate and assess the cost for all improvements and repair of Mountain View Road. Upon the violation of any covenant or upon failure to pay any assessment, written notice shall be sent to the violator, who shall have 10 days after said written notice has been given to correct the violation or pay the assessment due if said violation is not corrected or payment is not made. Owner or successor may re-enter 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 10 day notice. In the event suit is required to collect any sums due, or to obtain the violation of any of the covenants contained herein, violator, in addition to any 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 owner or its successor in bringing such action.
27. In the event one of the covenants or restrictions contained here is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.
28. No live trees shall be cut unless permission is obtained from the owner or representative.

La Vere C. Graham

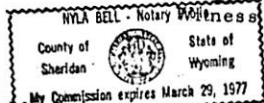
STATE OF WYOMING)

) ss

County of Sheridan)

The foregoing instrument was acknowledged before me by La Vere C. Graham, this 25th day of May, 1976.

my hand and official seal.



Nyla Bell
Notary Public

Commission Expires: March 29, 1977