

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF SUNNY HILLS FIRST ADDITION

Sheridan County, Wyoming

THIS DECLARATION made on this 5th day of July, 1984,
by JAMES S. WILLEY, hereinafter referred to as Declarant,

WITNESSETH:

WHEREAS, Declarant is owner of certain real property in Sheridan County, Wyoming, which is more particularly described in Exhibit "A" appended hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold, conveyed, subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and the existing beauty of, and 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.

ARTICLE I

Definitions

- (A) Declarant. Declarant means James S. Willey.
- (B) Real Property. Real property shall mean all the real property known and contained within the Replat of Sunny Hills First Addition, described in Exhibit "A" appended hereto and made a part hereof, located in Sheridan County, Wyoming.
- (C) Plat. The Plat means the Replat of Sunny Hills First Addition, as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming, on the 9th day of November, 1983.
- (D) Residence and Residential. Residence and Residential shall pertain to single-family dwellings, multi-family dwellings and condominiums.

ARTICLE II

Use and Other Restrictions

- (1) Persons Bound by These Restrictions. All persons, corporations, cooperatives, companies, and organizations who now own, or who shall hereafter acquire, any interest in or to lots in the Subdivision shall be taken and held to agree and covenant with the owners of said lots with

their heirs, successors, and assigns to conform to the covenants, restrictions, and stipulations as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

(2) No structure of a temporary character, nor a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto any lot at any time and used for any purpose, either as a residence or other building, temporarily or permanently, with the sole exception of temporary structures for construction purposes. No building materials shall be stored on any lot for a period longer than one year unless substantial construction of a residence is actually in progress.

(3) No portion of the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such trash, garbage, or other waste shall be kept in sanitary containers.

(4) No noxious or offensive activities shall be carried on within the subdivision or upon any lot any any time, nor shall anything be done which may constitute an annoyance or nuisance to any other owner within the subdivision.

(5) No birds, dogs, pets, animals, or livestock of any kind shall be kept, raised, or cared for on a commercial basis within the subdivision. No swine, cattle, sheep, goats, horses, or other livestock shall be permitted to be kept within the subdivision except those which can be pastured and reasonably maintained by the grass produced in accordance with good agricultural and livestock management principles. Any dog, cat, or other pet which may be kept shall be controlled by the owner thereof so that it shall not become a public nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling or in approved enclosures.

(6) No signs, billboards, posters, or advertising devices of any kind or character shall be erected or displayed upon any lot except small signs identifying business or trade, if any, and signs identifying the occupants, and resale signs. No such signs shall exceed 12 square feet in area.

(7) No structure on any lots may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.

(8) No excavation except as such may be necessary for the construction of improvements shall be permitted on any lot until such time as the actual construction of the residence or other building is to begin, except that the owner may test for the supply water and subsoil conditions; provided also that the owner of Lot No. 3, which is known to contain a substantial deposit of shale which can be excavated, removed and sold, specifically is permitted to excavate, mine, and remove any and all such shale from Lot 3 so long as after the completion of such excavation and removal, the surface of the lot shall be reclaimed.

(9) Any and all utilities within the subdivision shall be underground.

(10) During the period of construction of any residence or other building upon any lot of the subdivision, the said lot and area shall be kept as neat and orderly as possible. Construction of any residence or other building shall be completed as soon as possible after commencement.

(11) No weeds, underbrush, or unsightly growth of plants shall be permitted to grow or remain upon any lot in the subdivision, and all lots shall be kept clear of any trash, debris, or waste.

(12) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for the sale or conveyance of a lot, and such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

(13) In the event either public water or public sewer facilities are extended to the subdivision, the owner of any residential dwelling already constructed, or the purchaser of a lot who is building a residential dwelling, may hook on to the public water or public sewer facilities at his own expense.

(14) Well casings shall be sealed at a sufficient depth to prevent the entrance of surface water and leach field infiltration into the well; and casings are to be of galvanized steel or PVC pipe.

ARTICLE III

General Provisions

(A) Enforcement. Declarant and his successors shall have the sole and exclusive right and authority to determine compliance with the cove-

ants contained herein. Upon violation of any covenant, a written notice of such violation shall be direct to the violator who shall then have ten (10) days after receipt of said notice to correct the violation. If said violation is not so corrected, Declarant or his successors may re-enter and take possession of the violator's premises and correct the violation and charge all costs of the correction to the owner. In addition, damages may be assessed against the violator at the rate of \$50.00 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 owner or its successor in bringing such action.

(B) Severability. Invalidation of any one of these covenants or restrictions by Judgement or Court Order shall in no way effect any other provisions which shall remain in full force and effect.

(C) Amendment and Duration. The covenants and restrictions of this Declaration shall run with, and be binding upon, the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by instrument signed both by the owners of not less than seventy-five (75%) percent of the total lots within the complete subdivision and by seventy-five (75%) of the individuals who own lots within the subdivision, and all such amendments must be recorded in the office of the County Clerk of Sheridan County, Wyoming.

IN WITNESS WHEREOF Declarant has executed this Declaration the day and year first-above written.

SUNNY HILLS FIRST ADDITION

By: JAMES S. WILLEY
James S. Willey

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by James S.

Willey this 5TH day of July, 1984.

WITNESS my hand and official seal.



James S. Willey
Notary Public
My Commission Expires: Oct 4, 1984

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EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6 and 7, Replat of Sunny
Hills First Addition, Sheridan County, Wyoming.