

RECORDED OCTOBER 13, 1994 BK 369 PG 318 NO 181444 RONALD L. DAILEY, COUNTY CLERK

STATE OF WYOMING
COUNTY OF SHERIDAN

TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
HIGHVIEW ESTATES SECOND FILING

A SUBDIVISION IN SHERIDAN COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by W.E.R.C.O. a Partnership of Sheridan County, Wyoming, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Sheridan County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Deeds for Sheridan County, Wyoming, in connection with the Subdivision designated HIGHVIEW ESTATES SECOND FILING situated in Sheridan County, Wyoming, and;

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the Lots which comprise HIGHVIEW ESTATES SECOND FILING for betterment of health, safety, and welfare of the owners and occupants of said Lots:

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of all of the lots comprising HIGHVIEW ESTATES SECOND FILING and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all the land and binding upon all parties having any right, title or interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of land in the HIGHVIEW ESTATES SECOND FILING.

I.
DESIGNATION OF LOTS

The Lots in HIGHVIEW ESTATES SECOND FILING are hereby designated single family residential lots. No Lot except Lot 1, Block 1 shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than on single-family dwelling not to exceed two stories in height, and a private garage (attached or detached) for not more than three cars, and one additional structure for storage or for housing animals within the limits of the covenants. No lot may be further subdivided without the approval of the Board of County Commissioners for Sheridan County, Wyoming. Lot 1, Block 1 is to be used for an electrical power substation and therefore does not require water or sewer facilities.

No animals of any kind shall be raised or bred for commercial purposes. Animals not raised or bred for commercial purposes are permitted so long as the number, type or habitat of the animals does not become offensive, or a nuisance to the neighborhood. No livestock, including domestic pets, shall be allowed to remain loose within the subdivision; the owner of each lot is required to keep all animals for which he is responsible within the confines of that lot.

LIVESTOCK

VII.

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs being used by a builder or the developer, to advertise the property during the construction and sales period.

SIGNS

VI.

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

NUISANCES

V.

Building setback requirements are as a minimum: Front yard 30 feet, Rear yard 40 feet and Side yard 15 feet.

SETBACK REQUIREMENTS

IV.

No building, structure, fence, or other improvement shall be erected, placed or altered on any lot until the construction plans and specifications and site plan showing the location of the structure(s) have been approved by the Development Committee (provided for herein) as to quality of workmanship and materials, harmony of external design, color, and materials with existing, contemplated and previously approved structures, and as to location with respect to topography and finished grade elevation.

ARCHITECTURAL CONTROL

III

No dwelling shall be permitted on any lot on the ground floor area of the main structure (exclusive of porches, basements and garages) of which is less than Thirteen Hundred (1,300) square feet or One Thousand (1,000) square feet for a building or more than one story provided that the total finished living area shall be at least Seventeen Hundred (1,700) square feet.

DWELLING QUALITY AND SIZE
(EXCLUSIVE OF MOBILE HOMES)

II

GARBAGE AND REFUSE DISPOSAL 320

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage and other waste shall not be kept except in sanitary containers.

Rocks, dirt piles and construction debris shall be promptly removed from lots after construction of buildings.

IX.

HOUSING

All construction on lots within the Subdivision shall be new, and no permanent building or buildings may be moved from other locations onto the lots. Permanent homes constructed on the lot or modular houses may be placed upon any lot within the Subdivision on a permanent basis.

X.

PERIMETER ACCESS

1) No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the Subdivision to any other lands not included in the Subdivision.

2) Access to or from dedicated roads in the Subdivision to lands not included in the Subdivision shall not be denied provided, however, that use of said roads shall be contingent upon a pro-rata contribution to road maintenance by the adjacent landowners, as herein provided.

XI.

SEWAGE DISPOSAL

1) No provision is made in HIGHVIEW ESTATES SECOND FILING for PUBLIC or CENTRAL sewage disposal systems.

2) No individual sewage disposal system shall be permitted on any lot in the Subdivision, unless the sewage disposal system is located, constructed and equipped in accordance with the requirements of State Law, appropriate State agencies and regulations promulgated by Sheridan County.

XII.

EASEMENTS FOR UTILITIES

Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided in the recorded plat of HIGHVIEW ESTATES SECOND FILING. The said utility easements are hereby dedicated, granted and conveyed to all public utilities and cable television suppliers, privately or publicly owned, now or hereafter providing utility and television services to HIGHVIEW ESTATES SECOND FILING or any lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, re-placing and maintaining water, sewer, electrical, gas, communications, television and other utility services. All utilities shall be underground unless provided to the contrary by the Development Committee.

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- 1) Purpose:
 - a. To provide for the maintenance, repair and improvement of the road of HIGHVIEW ESTATES SECOND FILING;
 - b. To enforce the declaration of covenants for HIGHVIEW ESTATES SECOND FILING; and
 - c. To promote the health, safety and welfare of the residents of HIGHVIEW ESTATES SECOND FILING, and to protect the correlative rights of the residents.

There is hereby established a Development Committee which shall have the following duties and powers:

DEVELOPMENT COMMITTEE

XV.

Each lot owner is obligated to pay the Development Committee an annual (more frequent if necessary) and special assessments are assessed for maintenance expenses and for administrative expenses of the committee, which are secured by a continuing lien upon each lot against which the assessment is made. Assessments are due thirty (30) days after date of mailing. Assessments not paid within thirty (30) days after the same are due, shall be considered delinquent and shall bear interest from the delinquency date at the rate of fifteen (15) percent per annum. The Development Committee may bring an action at law against the owner or owners obligated to pay the same, or may at the election of the committee, foreclose the lien against the property, after notice and filing of the lien in the manner provided by statute for labor and materialman's liens. In the event delinquent assessments are placed in the hands of an attorney for collection or foreclosure, interest, costs and attorneys fees shall be added to the amount to be recovered.

ASSESSMENTS

XIV.

- 2) Lot owners of Lots 1 - 3 Block 1, Lots 6 - 8 Block 2 are severally responsible, on an equal basis, for the maintenance of KYLE DRIVE internal to the subdivision. The Development Committee shall, from time to time, as it deems necessary or desirable, employ, rent or purchase such equipment, services and supplies to adequately maintain the road and pay the same from assessments on the above designated lots. HIGHVIEW ROAD is maintained by the WOODLAND HILLS Improvement and service district.
- 3) Parking of trailers, trailer campers, truck campers, bus campers, boats and trailers or otherwise large vehicles, such as stock trucks and trailers or any vehicle not in operating condition, shall be limited to a period of seventy two (72) hours when parked in any dedicated road or access easement within the subdivision.

- 1) No provision is made in HIGHVIEW ESTATES SECOND FILING of street or roads.

SUBDIVISION ROADS

XIII.

2) Powers:

a. To adopt and publish rules and regulations governing the maintenance, preservation, operation and use of:

1. The dedicated road within the Subdivision;
2. Common areas, and facilities thereon;
- b. Adopt and publish guidelines for the imposing of annual (or more frequent, if necessary, for operating reasons) assessments and special assessments;
- c. Exercise all powers, duties and authority vested in or delegated to the Development Committee by the Declaration and Restrictive Covenants;
- d. To act as arbitrator for any disputes arising between lot owners regarding the interpretation of these Covenants.
- e. Maintain such checking or saving accounts as it deems necessary to fulfill its functions.
- f. To perform such other functions as are necessary and appropriate.

3) Duties:

- a. Cause to be kept a complete record of all its acts and affairs and to present an annual statement thereof to lot owners on December 31st of each year or when such statement is required in writing by one-fourth (1/4) of the lot owners.
- b. Supervise all contractors, agents and employees and to see that their duties are properly performed.
- c. Issue, or to cause to be issued, upon demand by any lot owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates.
- d. Cause the streets, road and common areas, if any, to be maintained for the use and benefit of owners.

4) Membership:

The Development Committee is composed of Floyd and Neta M. Fleming of Sheridan, Wyoming, and the record owner of the first lot sold in HIGHVIEW ESTATES SECOND FILING. At any time, three-fourths (3/4) of the then recorded lot owners shall have the power, through a duly recorded instrument, to change the entire membership of the Committee. Each lot (regardless of the number of owners of the lot) shall cast one (1) vote for each member of the Committee. Cumulative voting is prohibited.

5) Procedure:

Each committee member shall have one(1) vote. A majority of the committee may act for the committee and may designate an individual to act for it. Meeting of the committee shall be upon five (5) days notice by mail or oral notification (including telephonic notice). The members of the committee shall not be entitled to compensation for services performed pursuant to this Covenant.

In the event of the death or resignation of any member of the committee, the remaining members of the committee may designate a successor by a duly recorded instrument.

The committee's approval or disapproval, as required by these Covenants shall be in writing. In the event the committee, or its designated representative, shall fail to approve or disapprove development plans submitted by an owner within sixty (60) days after the plans have been submitted in writing, approval shall not be required. If no suit is brought to enjoin the construction of any structure prior to the substantial completion thereof, the Covenants relating to the structure shall be deemed to have been complied with.

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lots within HIGHVIEW ESTATES SECOND FILING, is taken as an assent to be bound by these covenants during the period of ownership and an agreement to pay all assessments, attorney fees, costs and interest as provided herein. Declarants, the development of the lots shall prevent the Committee, or the owner of any of the lots shall prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages. The failure of declarant or of the owner of any of the other lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorney fees shall be recovered as required in any proceeding either to enforce any subsequent violation of protective covenants or to recover damages declared in any proceeding. The violation of these restrictions shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

ENFORCEMENT

XVII.

Each of the conditions and covenants set forth above shall continue and be binding upon declarants and upon their successors and persons claiming under them for a period of twenty-five (25) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each, or whenever the subdivision is annexed into the City of Sheridan, Wyoming, whichever occurs first. It is, however, provided, that the owners of not less than seventy-five (75) percent of the record fee title owners of lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Sheridan County, Wyoming. The recorded certificate of an abstractor doing business in Sheridan County, Wyoming, as to the record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

GENERAL CONDITIONS

XVI.

XVIII.

SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner effect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 3RD day of October 1994.

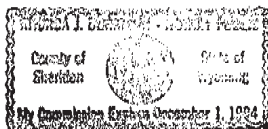
Floyd Fleming
Floyd Fleming

Neta M. Fleming
Neta M. Fleming

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 3RD day of October, 1994, by Floyd Fleming and Neta M. Fleming.

Witness my hand and official seal



Robert J. Burkholder
Notary Public