

RECORDED DECEMBER 22, 1975 BK 212 PG 483 NO 676246 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS FOR VALLEY WEST
SUBDIVISION, SHERIDAN COUNTY, WYOMING

THIS DECLARATION made this day of Joseph L. Fletcher,
Shirley M. Fletcher, J. Lance Fletcher, George P. Fletcher and
Margaret K. Catron, hereinafter referred to as Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of all of the

lots embraced in the Plat of Valley West Subdivision, Sheridan

County, Wyoming, and which is platted and of record in the office

of the County Clerk and Ex-Officio Register of Deeds of Sheridan

County, Wyoming, said plat by reference being specifically

made a part hereof in all respects as it fully set forth herein;

and

WHEREAS, the Declarants intend to sell lots contained

in said subdivision.

NOW, THEREFORE, the Declarants do declare that all

of said lots shall be held, transferred, sold or conveyed by

the Declarants, or by them contracted to be sold, upon the

following express provisions, reservations, restrictions and

covenants (hereinafter referred to as conditions) each and all

of which is and are for the benefit of said property and for

each owner of the 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 any

owner thereof, and are imposed pursuant to a general plan

for the improvements of the above described real property.

Said conditions, restrictions, covenants and

reservations are imposed upon said above described realty

as an obligation or charge against the same for the benefit

of each and every lot, tract and parcel therein contained and the owner or owners thereof, and with the right of enforcement vested in the owner or owners of any one or more of the other lots above described, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot in said above described real estate, and are as follows:

- (1) That said lots shall be used for residence purposes exclusively and only one residence shall be permitted on each lot and that no buildings or structures, other than one-family residences with the customary out buildings, including a private garage and one barn, shall be erected, maintained or permitted on any such lot. No residence building of one story in height shall be of such size that it shall contain less than 1,100 sq. feet of floor area, except that where the principal dwelling is a 1½ or 2-story dwelling the minimum may be reduced to 900 sq. feet of ground area, provided that the total living area of the 1 or 2-story dwelling is not less than 1,200 sq. feet. A tri-level dwelling shall have a minimum of 1,300 sq. feet of finished living area on the two upper levels. No residence building thereon shall exceed one and one-half stories in height, except with prior approval of the undersigned owners or their successors in interest or the Control Committee hereinafter mentioned (hereinafter referred to as "approval authority"). Until 75% of the lots have been sold and the Control Committee has been elected, the undersigned owners, their successors, assigns and agents shall be the approval authority. At the time 75% of the lots in the Subdivision shall have been sold and conveyed by the undersigned owners, the purchasers (owners) of said lots shall elect a Control Committee consisting of three (3) members who shall then replace the undersigned owners or their successors in interest as the approval authority for the provisions of these covenants. The persons comprising the approval authority may act through their duly authorized agents in regard to any of the provisions of these protective covenants.
- (2) That no residence or other allowable structure erected upon any of said lots shall be erected, maintained or located nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side lot line, except with the prior approval of the approval authority.

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No structure of a temporary character of any description whatsoever, nor any trailer, base-ment, tent, shack, garage, barn or other out-buildings shall be used on or occupied on any lot at any time as a residence, either temporarily or permanently. No building materials shall be stored on any lot for a period of longer than ninety (90) days, unless substantial construction is actually in progress. No residence shall be in any manner occupied until the exterior construction is entirely complete and until said construction is made to comply with all of the conditions herein set forth. No dwelling, house, or residence or other building, built or constructed upon any other site, shall be moved to or placed upon any lot in said subdivision or upon any portion thereof and all buildings shall be new construction of good design and appearance. All pitched roofs shall have cedar shingles or shakes, except flat and low-pitched roofs may have natural gravel or shale roofs; exceptions:

- (4) structure erected in accordance therewith. Plans or specifications or in any building or responsible for any structural defects in said Declarants or approval authority shall not be approval of the plans and specifications. The conditions herein contained and with the secured to completion thereon in conformity with shall, after commencement, be diligently pro-duced or structure of any nature whatsoever addition. The work of constructing any resi-dence or structure of any nature whatsoever maintained or permitted on any lot in said location and specifications, shall be erected, fully comply with such approved plans, elevation, of the approval authority and which does not of which have not received a written approval vation, specifications and proposed location and no structure of any kind, the plans, ele-ments, each and every case, be complete in detail duplicate plans and specifications shall, in grading plan of the lot to be built on. Said be built, and when specifically requested, the out buildings, upon the lot upon which it is to detail, the location thereof, including all such structure, and shall likewise show in material, color scheme and elevation of each show in detail the nature, kind, shape, height, duplicate to the approval authority and shall plans and specifications shall be submitted in approval of the approval authority and all such the location thereof, shall be subject to the alterations thereof or additions thereto, and all buildings, structures, walls, fences and any ity. All plans and specifications for any and been approved in writing by the approval author-and specifications thereof shall have first structure thereof begun thereon, until plans in said subdivision, or the erection or con-structed, maintained or permitted on any lot structure of any nature whatsoever, shall be (3) That no buildings, sidewalk, curbing or other

Sierra Forest Tone by Flintkote or as approved by the approval authority. No used buildings and no metal buildings that do not, through their appearance, enhance the environmental surroundings, will be allowed. The approval authority must approve or disapprove structures of this type. Also, no trailer houses will be permitted.

- (5) That no sign of any character, other than one ordinary "For Sale", "For Rent", "Open for Inspection", or professional sign, shall be placed or maintained upon any lot in said subdivision without the prior written consent of the approval authority. The "For Sale" sign shall not be larger than five (5) square feet in size and all other allowable signs shall not be larger than one (1) square foot in size. In the event any sign or signs shall be erected or maintained upon said premises in violation of these restrictions, said approval authority may, and is hereby authorized to enter upon said premises and to remove all such unauthorized signs.
- (6) No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes and no rubbish or debris of any kind or character including old cars, tractors, building materials, garbage or trash shall ever be placed or permitted to accumulate upon any lot in said subdivision.
- (7) Unless otherwise allowed herein, no machinery, appliances or structure shall ever be placed, operated or maintained on any lot in the subdivision, the object and purpose of which is to facilitate carrying on with any trade, manufacturing, marketing or store, or the culture of poultry, livestock, dogs, cats, or other commercial business of any kind or nature whatsoever. No excavations for stone, sand, gravel or earth shall be made on said property unless such excavation is necessary in connection with the erection of any approved structure thereon.

These lands shall be used as per their original agricultural use only to the extent of what forage grazed upon the lands shall support. No overgrazing shall be permitted and no swine, goats or other objectionable farm or other objectionable animals shall be permitted. The real property has heretofore been used for the grazing of livestock and will continue to be used for grazing until sold by the undersigned owners, and the buyers of each parcel shall be responsible for fencing his property from the trespass of grazing animals.

- (8) That there is never, at any time, to be erected, permitted, maintained or carried upon said realty or any part thereof, any undertaking establishment, crematory, hospital, sanitarium, asylum or institution of like or kindred nature, nor any noxious thing or like trade or business, nor shall there be at any time permitted to be kept upon said realty any goats, swine, nor any objectionable or noxious farm animal or other animal. No noxious offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may be or may become an annoyance or nuisance to the owner of any portion of the subdivision. Hunting of any kind on any part of the subdivision is forbidden. No discharge of firearms will be allowed in the subdivision.
- This subdivision is objectionable and the owner of each lot shall at all times properly control thistles and other noxious weeds.
- (9) All fences as may be allowed to be constructed in the subdivision must be constructed of new materials of steel or treated posts.
- (10) There will be no resubdividing of any lot in the subdivision.
- (11) All roads within the subdivision will be constructed with gravel surfacing by the developer. All public roads within the subdivision are to be maintained, improved and repaired when necessary by all adjacent tract owners on an equal share of the cost basis.
- All irrigation systems shall be constructed by the developer of the subdivision. All operating and maintenance expenses of the irrigation system shall be paid for on a pro rated basis of the adjudicated water rights serving the system. Any owner who is delinquent in the payment of his share of the expenses for more than ninety (90) days shall not be allowed use of the water system until full payment is received.
- (12) The approval authority shall have the right to vary the limitations provided by these restrictions and covenants to the extent of 10% of the requirements, and shall have the right to enforce these covenants.
- (13) Easements and rights of way as shown on the recorded plat are hereby reserved for public utilities 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 egress at any time for the purpose of further construction and repair. All streets shown on the recorded plat are dedicated to the public. All utilities in the subdivision will be placed underground. All of available utilities shall be provided to a point adjacent to each lot. The owner of each lot shall be

responsible for installing the utilities on their lot, said installation to be at the cost of the owner of such lot.

- (14) All exterior lighting and standards must be approved by the approval authority.
- (15) Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be permitted or allowed within the road right of way.
- (16) Sewer disposal system for the subdivision: Individual sewage disposal systems shall be built to the following minimum standards. Each residence of not more than two bedrooms shall have a water-tight septic tank of at least 1,000 gallon capacity and 150 L.F. of leach field. The leach field line shall be a 4 inch or larger perforated pipe embedded in the center of the washed gravel with a sectional density of 2 feet by 2 feet and covered with 15 lb. asphalt felt paper to prevent the earth backfill from saturating the washed gravel. 50 additional L.F. of leach field shall be added for each additional bedroom over two.

All disposal systems must be inspected and approved by the developers or approval authority or their representatives. This inspection shall occur at the time of installation and no backfill shall be placed until inspection has been made and approval given by the developers, approval authority or their representatives.

- (17) No property owner shall place upon his premises, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining lots. Protective enclosures to screen the above must be approved by the approval authority as part of the plans for the improvements to be located on the property. No radio or television antennae higher than 10 feet above the highest roof line of the dwelling house shall be erected and all such antennae must be attached to the dwelling house.
- (18) That the purchasers and their successors in interest of the lots of Valley West Subdivision, however such ownership of lots is acquired, shall join, if necessary, or shall be deemed to have joined, whatever association, committee or non-profit corporation established by the undersigned declarants or Control Committee for ownership, operation and maintenance of the common roadways, domestic water system, underground irrigation system or other common properties of the Valley West Subdivision and participate in the payment of the costs thereof.

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- (19) That the purchasers and their successors in interest as is hereinabove set forth of the lots of Valley West Subdivision shall be subject to the terms and conditions of the Water Agreement entered into between the City of Sheridan and the undersigned declarants on the 11th day of September, 1975, and recorded in the office of the County Clerk of Sheridan County, Wyoming, on the 15th day of September, 1975, in Book 211, Page 175, No. 671074 and that each purchaser and said purchaser's successor in interest as is hereinabove set forth of each lot of Valley West Subdivision shall be responsible for payment of all charges set out in Paragraph 5 thereof for the lot purchased.
- (20) These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 75% of the lots in the subdivision.
- (21) 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 75% of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- (22) The approval authority 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 improvement, maintenance and repair of all utilities and roadways. Upon the violation of any covenants 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 said notice or after said notice should have been received in the ordinary course of mail, to correct the violation or pay the assessment due. If said violation is not corrected or payment is not made, owner or the approval authority may re-enter and take possession of the violator's premises and correct the violation at the violator's sole expense. In addition, damage may be assessed at the option of the owner or approval authority against the violator at the rate of \$25.00 per day for each day the violation continues after the said 10-day notice. In the event suit is required to collect any sums due or enjoin the violation of any of the covenants contained herein, the violator, in addition to any of the other penalties provided herein or which may be assessed by the Court shall be liable for all attorney fees and costs incurred by the owner or approval authority in bringing such action.

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- (23) In the event any 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.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Protective Covenants for Plat of Valley West Subdivision, Sheridan County, Wyoming, this 17 day of October, 1975.

Joseph L. Fletcher
Joseph L. Fletcher

Shirley M. Fletcher
Shirley M. Fletcher

J. Lance Fletcher
J. Lance Fletcher

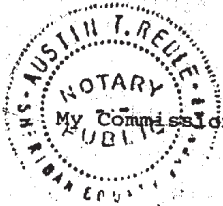
George P. Fletcher
George P. Fletcher

Margaret K. Catron
Margaret K. Catron

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

The foregoing instrument was acknowledged before me by Joseph L. Fletcher, Shirley M. Fletcher, J. Lance Fletcher, George P. Fletcher and Margaret K. Catron, this 17 day of October, 1975.

WITNESS my hand and official seal.



Austin T. Redle
Notary Public

My Commission expires: December 1, 1975