

RECORDED OCTOBER 27, 1976 BK 218 PG 178 NO. 696042 MARGARET LEWIS, COUNTY CLERK

COVENANTS

FOR

GREEN ACRES SUBDIVISION

1. It is the intention of the Declarants, expressed by their execution of this instrument, that the lands shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this instrument.
2. All lots in said Subdivision shall be known and described as residential lots, and will be restricted by all the covenants contained herein.
3. No tract or lot shall be used except for residential purposes and no business of any nature whatever 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 and outbuildings. All buildings shall be new construction. Necessary buildings, corrals, water facilities and other structures for the purpose of keeping livestock, for family recreation shall be permitted on any tract. Every effort shall be made to keep such structures attractive and painted.
4. No building shall be erected, placed or altered on any building plot until the construction plan and specifications and a plot plan shall have been approved by the undersigned owners or their assignee. No fence or wall shall be erected, placed or altered on any site or no substantial changes shall be made in the landscaping unless approved by the undersigned owners. At the time that 100% of the lots in the Green Acres Subdivision shall have been sold and conveyed by the undersigned owners, the purchasers of said lots shall elect an architectural control committee consisting of three members who shall then replace the undersigned owners as the approving agency for the provisions of these covenants.
5. The principal dwellings shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces, and garage of 1000 square feet, except that where the said principal dwelling is a 1½ or a 2-story dwelling, the minimum may be reduced to 800 square feet of ground floor area, provided that the total living area of the 1½ or 2-story is not less than 1600 square feet. A tri-level dwelling shall have a minimum of 1400 square feet of finished living area on the two upper levels.

6. No dwelling shall be occupied until the exterior construction is entirely completed.
7. No structure of a 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. 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.
8. No more than one residence is premitted on any lot as a principal use.
9. No building shall be located on any building lot nearer than 80 feet to the front lot lines, or nearer than 10 feet to an interior building plot line or rear lot line. For the purpose of these covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building plot to encroach upon another building plot.
10. No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any tract. Permissible livestock shall be horses used for recreational purposes only. Permissible livestock shall be kept in a fenced area. No more that 6 AUM (animal units per month) shall be allowed.
11. 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.
12. No noxious or offensive activity 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 owner of any portion of the subdivision. No discharge of firearms will be allowed in the Green Acres Subdivision.
13. Any new fence construction must be as follows: steel, treated or painted posts. If poles, they must be peeled, lumber must be stained or painted. New wire must be used.
14. No sign of any kind shall be displayed to the 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, or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. There will be no re-subdividing of any tract in the Sub-division.
16. The undersigned owners 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 10% of the requirements, and shall have the right to enforce these covenants.
17. All domestic wells shall be located a minimum of 100 feet from any sewer leach field and a minimum of 50 feet from any property line.
18. All sewer systems must be approved by the owners prior to construction and must comply with all Public Health Standards and governmental regulations. All sewer systems shall be placed a minimum of 10 feet from any property line. All sewer system construction must be inspected and approved by the owners, or their successors in interest prior to covering, all septic systems to be aerobic.
19. Easements and rights of way are hereby reserved in this Subdivision for poles, wires, pipes, and conduits for heating, lighting, gas, electricity, 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.
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 Green Acres 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 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, agreed to change said covenants in whole or in part.
22. 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 installing the utilities on their tract, said installation to be at the cost of the owner of such tract.
23. No property owner shall place upon his premises swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the road. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the road or adjoining tracts. Protective enclosures to screen the above must be approved by the

- Subdivider as a part of the plans for the improvements to be located on the property. No towers or radio or television antennae higher than 20 feet above the highest roof line of the dwelling house shall be erected and all such towers and antennas must be attached to the dwelling house.
24. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right-of-way.
  25. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and street for a period of more than 24 hours at any one time or as a repeated matter of practice.
  26. Vehicles of size larger than the new standard American manufactured motor car, vehicles the primary use of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce industry, such as trucks, campers, boats and boat trailers, tractors and trailers shall not be parked on any of the front portions of any lot for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.
  27. Culverts shall be a minimum of 15 inches diameter of that allowed for merging driveways into County approved roads and across road barrow pits.
  28. 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. Declarants must approve or disapprove structures of this type.
  29. Declarants and their successors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein. Upon the violation of any covenant, or the failure to pay any assessments, written notice of such violations 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. 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 Declarants or their successors in bringing such action.

30. In the event any one of the covenants or restrictions contained herein is invalidated by a Judgement or Court Order, the remaining provisions shall remain in full force and effect.

Witness our hands and seals this 27 day of August, 1976

Lawrence S. Schreder

Fern E. Schreder

State of Wyoming SS  
County of Sheridan

The foregoing instrument was acknowledged before me  
by Lawrence S. Schreder and Fern E. Schreder

Robert A. Beckley this 27 day of Aug., 1976  
Witness my hand and official seal.  
My commission expires 2-2-78

