

RECORDED APRIL 12, 1973 BK 193 PG 419 NO 624589 B. B. HUME, COUNTY CLERK

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W O O D L A N D H I L L S S U B D I V I S I O N

SUBDIVIDERS: GERALD K. PELESKY and DELORES E. PELESKY,
Husband and Wife

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DECLARATION OF PROTECTIVE COVENANTS FOR:

Woodland Hills Subdivision
Sheridan County, Wyoming

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THIS DECLARATION, made this day by Gerald K. Pelesky and Delores E. Pelesky, husband and wife, hereinafter referred to as Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of all lands embraced in the Subdivision known as the Woodland Hills First Addition, 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 if fully set out herein, and

WHEREAS, the Declarants intend to sell all of the lots, tracts and parcels of land contained in said Woodland Hills First Addition.

NOW, THEREFORE, all of the lots, parcels, tracts and portions of said property shall be held, transferred, sold or conveyed by Declarants, or by them contracted to be sold, subject to the conditions, restrictions, reservations and

covenants now on record, and upon the express provisions, reservations, restrictions and covenants (hereinafter referred to as the conditions) each and all of which is and are for the benefit of said property and for each owner of land therein, and shall inure and pass with the said property, and each and every parcel of land therein, and shall apply to and bind the successors in interest of said owners thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the Woodland Hills First Addition, as an obligation or charge against the same for the benefit of each and every lot and tract therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot and tract in said subdivision, and are as follows:

(1)

All lots in said Subdivision shall be known and described as residential lots, and will be restricted by all the covenants contained herein.

(2)

No tract or lot shall be used except for residential purposes and no business of any nature whatsoever 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 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 and concealed from general view to the extent possible.

(3)

No building shall be erected, placed or altered on any building plot until the construction plans and specifications and a plot plan shall have been approved by the undersigned owner or its assignee. No fence or wall shall be erected, placed or altered on any site and no substantial changes shall be made in the landscaping unless approved by the undersigned owner. At the time 75% of the lots in Woodland Hills Subdivision shall have been sold and conveyed by the undersigned owner, the purchasers of said lots shall elect an architectural control committee consisting of three members who shall then replace the undersigned owner as the approving agency for the provisions of these covenants.

(4)

The principal dwelling shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces and garage 1200 square feet, except that where the said principal dwelling is a 1½ or 2-story dwelling, the minimum may be reduced to 1000 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 trilevel dwelling shall have a minimum of 1600 square feet of finished living area on the two upper levels.

(5)

No dwelling shall be occupied until the exterior construction is entirely completed.

(6)

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 material shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

(7)

No more than one residence is permitted on any lot as a principal use.

(8)

No building shall be located on any building plot nearer than 50 feet to the front lot lines, or nearer than 30 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.

(9)

No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any tract; goats and swine are expressly forbidden and none shall be kept at any time on any tract for any purpose. In order to prevent overgrazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent of the lot size and only allowed to occasionally graze in remaining native grass area owned and fenced by owner. A family garden not to exceed 600 square feet is permissible, but no additional ground shall be broken for farming purposes. The Architectural Control Committee's or owner's approval is expressly required for the erection and maintenance of buildings for livestock.

(10)

Stallions, bulls, or rams must be confined in a corral or like enclosure at all times.

(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 other 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 Woodland Hills 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. Fences shall not obstruct riding paths or recreation area.

(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 subdivision.

(16)

The undersigned owner 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 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.

(18)

All sewer systems must be approved by Gerald K. Pelesky or his representatives prior to construction and must comply with Public Health Standards. All sewer system construction must be inspected and approved by Gerald K. Pelesky or his representatives or its successor in interest prior to covering. At any time that a central sewer system should become available, all tract owners in the subdivision will be required to convert and subscribe to that service.

(19)

Easements and rights of way as shown on the recorded plat 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 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 Woodland Hills 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 roads within the Subdivision will be constructed with shale surfacing by the undersigned owner. All 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.

(23)

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.

(24)

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 appropriately screened so that they will not be visible from the street or from 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 antennae must be attached to the dwelling house.

(25)

All exterior lighting and standards must be approved by the undersigned owner or the Architectural Control Committee.

(26)

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.

(27)

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 undersigned owner or Architectural Control Committee must approve or disapprove structures of this type.

(28)

Culverts shall be a minimum of 12 inches diameter or that allowed for merging driveways into County approved roads and across road barrow pits.

(29)

No motor vehicles of any kind shall be allowed in the Recreation Areas of said Woodland Hills Subdivision.

(30)

Owner and its successor 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 roadways and

recreational areas. Upon the violation of any covenant, 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 the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Owner or its 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 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.

(31)

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.

MISCELLANEOUS

It is the intention of the Declarants that the lands located in said Subdivision shall be developed and maintained as a highly desirable rural residential area; and the purpose of the foregoing covenant is that the present natural beauty, growth, native setting, and surroundings shall always be protected insofar as possible in connection with uses of structures permitted by the foregoing Declaration of Protective Covenants.

IN WITNESS WHEREOF, the Declarants have executed this "Declaration of Protective Covenants for WOODLAND HILLS FIRST ADDITION" this 30th day of March, 1973.


Gerald K. Pelesky


Delores E. Pelesky

STATE OF WYOMING)
)SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 30th day of March, 1973, by Gerald K. Pelesky and Delores E. Pelesky, husband and wife.

Witness my hand and official seal.



Notary Public



My commission expires: March 24, 1974