

563289 DECLARATION OF COVENANTS
BOOK 481 PAGE 0041
RECORDED 01/19/2007 AT 03:00 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Wyoming Log Home Estates

Subdivision Covenants

DECLARATION OF PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

This Declaration of Protective Covenants and Building Restrictions is made this 11th day of August, 2006 by Wyoming Log Home Manufacturing Company, as owner of certain property further described below, its successors and/or assigns is hereinafter referred to as "DEVELOPER."

The following pertains to Lots One through Seven (1-7) of The Wyoming Log Home Estates Subdivision.

WITNESSETH:

WHEREAS, it is the intent of the DEVELOPER to create and establish certain Protective Covenants and Building Restrictions to help maintain the authenticity of the Subdivision for the mutual benefit and enjoyment of the purchasers and residents of lots within the subdivision and the City of Ranchester.

1. Definitions:

- A. "DEVELOPER" will mean and refer to the Owner, its successors and/or assigns of that land as described above, which is covered by these Protective Covenants and Building Restrictions.
 - B. "SUBDIVISION" shall mean and refer to that land described herein.
(Wyoming Log Home Estates)
 - C. "HOMEOWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
 - D. "LOT" shall mean and refer to any parcel of land shown on the plot of the Subdivision as herein described.
1. The individuals owning deeded property in the subdivision shall form a Homeowners Association. This association shall be responsible for protecting the rights, and maintaining the regulations set forth in this Protective Covenant. The Homeowners Association will keep a detailed and accurate record of receipts and expenditures affecting the maintenance, repair and improvement expenses incurred. Annual assessments shall be fixed at a uniform rate for all Lots, these rates will be reviewed annually based on prior years expenditures and future improvements. These assessments levied by the Wyoming Log Home Estates Homeowners Association shall be used for the following:
- a. Road maintenance including snow removal.
 - b. Maintenance of water and other utilities, including fire protection.

- c. Administrative expenses.
 - d. Ditch assessments and other expenses associated with maintaining subdivision water rights.
2. The following restrictive covenants, easements, reservations and requirements shall run with the land and shall be binding on all parties claiming under them until ten (10) years from the date of filing of these covenants, at which time, the covenants shall be automatically continued in force for successive periods of ten (10) years each unless discontinued or amended by vote of 80 percent (6 out of 7 votes) or more of the property owners. (Homeowners Association). Except as expressly otherwise provided hereafter, these Covenants may be amended only upon an affirmative vote of at least 80% of the voting members and with an instrument signed by the 80% of owners in the Wyoming Log Home Estates subdivision which shall be filed in the office of the County Clerk of Sheridan County, Wyoming. Record owners of the Lots shall be entitled to one vote for each Lot as shown on the recorded plot.
 3. Lots One 1-6 in the Subdivision, according to the survey and plats thereof, are designated as "Residential Area", except those shown as commercial, Lot 7. No commercial activity shall be carried out on any of those lots designated as Residential.
 4. Lots One through Six (1-6) in the Wyoming Log Home Estates subdivision may not be re-subdivided.
 5. All buildings erected, placed or allowed to remain on any lot shall be situated only within that portion of the lot not restricted from use by easement or right of way, and shall not be nearer than 25 feet from any street, not nearer than 25 feet from any side lot line and not nearer than 25 feet from any rear lot line which adjoins an alley or 25 feet from the rear lot line where there is no adjoining alley. Utility easements and rights of way are hereby reserved for all Public Utility companies for construction, installation and maintenance of any and all utilities, such as underground power, gas lines, sewers, roads, water supply lines, drains, underground telephone, cable television or the like, necessary or desirable for the public health and welfare. Such easements and rights of way shall be confined to a twenty-five (25) foot width along the rear of each lot and a five (5) foot width along the side or along every street, road or alley, unless otherwise designated on the plat. Notwithstanding the foregoing, from and after such time as a single building site fronting on the same street shall be deemed to be a single lot for the purpose of determining the "side lot lines". All drainage easements shall be kept free and clear of permanent structures.
 6. All houses will be built by the developer, Wyoming Log Home Manufacturing Company or by a qualified log homebuilder using logs manufactured by Wyoming Log Home Manufacturing Company. All homes shall be subject to the following specifications: One (1) Story – No less than One Thousand Eight Hundred (1,800) square feet in size, plus a two (2) car garage. Two (2) Story shall be no less than Two Thousand Four Hundred (2,400) square feet in size. Also, no house shall be taller than Thirty-two (32) feet at the roof ridge. All homes on lots 1-6 must have a two (2) car attached garage.

7. One detached structure shall be permitted on any residential building lot, other than the single-family dwelling and an attached garage. The structure shall not be more square footage than that of the original dwelling. Also, this structure must be similar in appearance to the original dwelling. Outbuildings are subject to approval by the Architectural Review Committee as established by Wyoming Log Home Manufacturing Company.
8. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six (6) months from the commencement of construction. No basement, tent, shack, garage, trailer, camper, mobile home or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary nature character be erected or be permitted to remain. Use and occupancy of premises or buildings shall be subject to zoning, building, health, and sanitation restrictions of any governmental agency having jurisdiction.
9. No lot shall be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any activity be carried on, or substance kept, on any lot that will emit foul or obnoxious odors, that will cause unreasonable noise, or will become a nuisance to the neighborhood. No Trailers, Motor Homes, or unlicensed vehicles shall be parked outside of garages. No sign of any kind shall be exhibited in any way on or above the property of this subdivision. Occupants may post one For Sale or Name sign, no greater than four square feet. No exterior power pole type lights will be permitted. Lot # 7 & 8 shall be exempt from the last two (# 7 & 8) stipulations.
10. All exterior fencing shall be treated posts with five strands of horse wire. Interior fencing shall be appropriate in material and design to blend with the intended atmosphere of Wyoming Log Home Estates. No barbed wire or steel posts will be allowed.
11. Maintenance of individual lots is the sole responsibility of the homeowner. Lots shall be maintained in a neat and orderly fashion. Grass shall be cut on a regular basis so that it is not allowed to become an eyesore to other homeowners in the subdivision. Driveway maintenance is also the sole responsibility of the homeowner. This includes snow removal and resurfacing. Timber Drive maintenance will be the responsibility of the Homeowners Association. The Homeowner's Association Fund will pay for snow removal and any repairs to Timber Drive.
12. Trash Removal from the subdivision will be provided by the City of Ranchester and will be included in their water billing statement.
13. No flood irrigation shall be used on any lot. Only sprinkler irrigation will be permitted. All water distribution and rotation will be administered by the Homeowners Association.
14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of any lot, except for the following: Dogs are allowed as pets only. No commercial breeding. No more than three (3) dogs allowed per household. Dogs shall not be allowed to roam free in the subdivision. No dogs deemed vicious shall be allowed in

any household, in addition there are to be no nuisance dogs or outside barking. Cats are allowed as pets. All household pets shall be kept restrained on an owner's lot in a reasonable manner and shall be kept from creating a nuisance or disturbance of any kind. No commercial breeding of any type. Horses: 1 horse per every 1.5 acres owned by each individual homeowner (per Lot).

15. The owner or owners of any of the above described real property may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.
16. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no way be deemed a waiver of the right to do so thereafter as the same breach or as to one occurring prior to subsequent thereto. In the event any covenant or condition or restriction herein above contained, or any portion thereof, is invalid or void, such invalidity or voidances shall in no way effect any of the other covenants, conditions or restrictions which shall remain in full force or effect.
17. Invalidity of any one of the covenants contained herein by judgment court order or for any other reason shall in no way effect any of the other covenants, all of which remain in full force and effect.

Executed by the Declarant this 11th day of August, 2006.

Wyoming Log Home Manufacturing Company

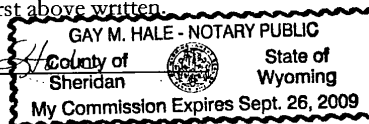
By: Michelle Nielsen
Michelle Nielsen, President

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

On this 11th day of August, 2006, the foregoing Declaration was acknowledged before me by Michelle Nielsen, who appeared before me and was personally known to me, and who, being by me duly sworn, did say that she is the President of Wyoming Log Home Manufacturing Company and that said instrument was signed on behalf of said Company by proper authority and she acknowledged said instrument to be the free act and deed of said Company.

GIVEN under my hand and notary seal the day and year of first above written.

Gay M. Hale
Notary Public



My commission expires: Sept. 26, 2009