

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR

BIG HORN MEADOWS SUBDIVISION

A SUBDIVISION IN SHERIDAN COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by David Redd of Sheridan County, Wyoming, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of Lots 1 through 10, inclusive of Big Horn Meadows, a subdivision of Sheridan County, Wyoming, more particularly Plat Number B-36, Instrument Number 370703 of the records of the Clerk of Sheridan County, Wyoming.

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the Lots which comprise BIG HORN MEADOWS SUBDIVISION for betterment and protection 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 BIG HORN MEADOWS SUBDIVISION 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 BIG HORN MEADOWS SUBDIVISION.

I. DESIGNATION OF LOTS

The Lots in BIG HORN MEADOWS SUBDIVISION are hereby designated single family residential lots. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two stories or 34 feet above the lowest adjacent grade adjacent to the foundation. No lot may be further subdivided. No antennas above 24 feet adjacent ground level.

II. DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot if the ground floor area of the main structure (exclusive of porches, basements, and garages) of which is less than Fifteen Hundred (1,500) square feet.

III. ARCHITECTURAL CONTROL

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.

IV. SETBACK REQUIREMENTS

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

V. NUISANCES

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.

VI. LIVESTOCK

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.

VII. GARBAGE AND REFUSE DISPOSAL

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.

Construction debris shall be promptly removed from lots after construction of buildings.

VIII. 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. No single or double wide or triple wide mobile homes or modular houses may be placed upon any lot within the Subdivision.

IX. PERIMETER ACCESS

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 or roads not included in the Subdivision.

X. SEWAGE DISPOSAL

1) No provision is made in BIG HORN MEADOWS SUBDIVISION for PUBLIC or CENTRAL sewage disposal systems. When public sewer is available within 100 feet of the exterior of the subdivision, each lot/dwelling must and shall be required to attach to sewer at the owner's expense.

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

The ability to site conventional septic systems in certain locations on individual lots may not be allowable due to site conditions. In addition to the required percolation tests, test pits or borings must be used to confirm that the required minimum separation exists between proposed leach fields, ground water, and shallow impermeable layers. Where conditions prevent the use of conventional septic systems, the use of alternative on-site sewage systems must comply with existing county and state requirements and be designed by a Wyoming licensed professional engineer.

As per Wyoming water quality rules and regulations Chapter 11, part d, section 35(a), septic tanks and leach fields must maintain a minimum setback distance of 50 feet from the edge of all seasonal and intermittent streams and surface water bodies (including irrigation ditches).

Install leach field drain lines perpendicular to the direction of ground water flow to enhance leachate dilution. In the area of the subdivision, regional ground water flow can be generally described as North-Northeasterly.

XI. DOMESTIC WATER

Domestic water will be provided by public water system.

XII. UTILITIES

All utilities shall be placed underground.

XIII. SUBDIVISION ROADS

1) No provision is made in BIG HORN MEADOWS SUBDIVISION for public maintenance of streets or roads.

2) Lot owners of Lots 1 – 8 are severally responsible, on an equal basis, for the road maintenance in 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.

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.

XIV. DRAINAGE

Culverts for all driveway crossings of platted drainage easements shall be sized by an engineer.

XV. WATER RIGHTS

The Development Committee shall have the authority to regulate the use of all ditches and water rights within the subdivision. Declarants hereby reserve and grant unto the Development Committee and the owners of lots within the subdivision a perpetual easement along all irrigation ditches presently in existence (or hereafter constructed, relocated, or defined with the consent of the owners of the lots across which the water flows) for the purpose of maintaining and operating irrigation ditches and adjusting the flow of water therein.

XVI. ASSESSMENTS

Each lot owner is obligated to pay the Development Committee an annual (more frequent if necessary) and special assessments which shall be 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 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 for foreclosure, interest, costs and attorneys fees shall be added to the amount to be recovered.

XVII. DEVELOPMENT COMMITTEE

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

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

1. 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.

2. 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 statements is required in writing by one-fourth (1/4) of the lot owners.
- b. 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.
- c. Cause the streets, road and common areas, if any, to be maintained for the use and benefit of owners.

3. Membership:

The Development Committee shall be composed of three (3) persons who shall be record owners of the lots within the subdivision. Until such time as three (3) or more lots are owned by persons other than Declarant all purposes, duties and powers of the Development Committee shall be carried out by Declarant. Upon three (3) or more lots being owned by persons other than Declarant, Declarant shall appoint the members of the Development Committee, and may appoint himself. Thereafter, on a bi-annual basis, the record owners of lots within the subdivision shall elect the members of the Development Committee.

At any time, three-fourths (3/4) (75%) 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 objection 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.

XVIII. GENERAL CONDITIONS

Each of the conditions and Covenants set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them, and all parties 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 recorded 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 or amend these covenants 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.

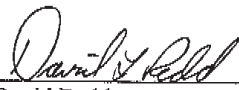
XIX. ENFORCEMENT

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 BIG HORN MEADOWS SUBDIVISION, 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 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 attorneys fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

XX. 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 28th day of MARCH, 2001.


David Redd

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 28th day of MARCH, 2001.

Witness my hand and official seal.




Notary Public
My commission expires: May 18, 2004