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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS**

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**James R. Swaney and Katy R. Swaney**, husband and wife (hereinafter referred to collectively as "Declarant") hereby declare that all of the lands described in attached Exhibit "A" shall be subject to the express covenants, conditions, restrictions and easements (herein "Covenants"), as set forth hereinafter:

1. **Designation of Lands.** These Covenants shall apply to a tract of land owned by Developer and situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 23 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 26, Township 56 North, Range 84 West, 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming; said tract being more particularly described on the attached **Exhibit "A"** and is referred to herein as the "Lands". The record owner of said Lands shall be referred to herein as the "Owner". The Lands shall be held, transferred, sold or conveyed subject to the conditions, restrictions, reservations and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants each and all of which are for the benefit of the Lands and for the benefit of the owners of lots in Shining Mountain Subdivision, Phase I, as shown in the Plat approved by the City Council, City of Sheridan on September 6, 2005 and recorded in Drawer No. 5, Plat No. 111 in the Office of the County Clerk of Sheridan County, Wyoming (referred to herein as "Shining Mountain Subdivision"). The Covenants shall attach, run with, encumber, inure and pass with said Lands and shall apply to and bind the successors in interest of said Owner thereof. It is the intent of these protective covenants that each individual lot owner of Shining Mountain Subdivision shall have proper standing for the enforcement of the restrictions contained herein.

2. **Declarant's Intent / General Purpose of Covenants.** Declarant makes these Covenants for the purposes of creating and keeping the Lands desirable, attractive, beneficial, valuable and suitable and for the mutual benefit and general protection of the lands and each lot owner in Shining Mountain Subdivision.

3. **Use of Lands.** The use of the Lands shall conform to all Covenants expressed herein and shall adhere to all applicable City of Sheridan ordinances, laws and regulations.

4. **Easements.** Easements and rights-of-way are hereby expressly granted and reserved by Declarant for the purposes and in the locations as shown on the above-described Plat of Shining Mountain Subdivision. The Lands shall have the benefit and burden of an easement across those areas described and shown on the Plat, which may include dedicated streets and alley ways, utility easements for the construction, maintenance, operation, replacement, enlargement and repair of electrical, gas, telephone cable, water, storm, drainage, sewer, and similar utility lines, pipes, wire ditches and conduits. These easements are granted and reserved for the benefit of the Lands and for each lot within Shining Mountain Subdivision.

5. **Temporary Structures / Outbuildings.** No temporary structure, excavation, basement, mobile home, tent or any other such structure shall be permitted on the Lands except as necessary during construction of improvements on the Lands. No temporary structure, excavation, basement, trailer, motor home, mobile home, tent or any other such structure shall be used on the Lands at any time as residence, temporary or otherwise.

6. **Construction.** The Owner must maintain the entire property at all times prior to and during construction. Such maintenance shall include but not be limited to keeping the property mowed and free of debris.

7. **Driveways.** All driveways to, and parking pads on the Lands shall be paved with concrete or asphalt. It is intended that driveways be kept to a minimum and be so located and constructed as to minimize dangerous intersections. Notwithstanding the foregoing, a driveway serving a residence on the Lands that is situated more than 250 feet south of the hammerhead turnaround at the end of Lincoln Drive may be graveled under the following two conditions: (1) a concrete approach is installed against the hammerhead for the driveway with a minimum width of 20 feet and minimum length of 40 feet and constructed such that water runoff from the concrete approach can not run onto the hammerhead or onto Lincoln Drive; and (2) no dirt, sand or gravel from the Lands is tracked onto the hammerhead or Lincoln Drive.

8. **Fences.** All fences for screening, security or other purposes, shall be attractive in appearance. All fences shall be well maintained or maintenance free. There shall be a minimum of forty (40) foot setback from a public street for all fences constructed on the Lands such that no fence shall be constructed within forty (40) feet of any public street.

9. **Drainage.** The Owner shall not alter, or allow to be altered, the topographic conditions of the Lands in any way which would permit unusual additional quantities of water drainage, from any source, to flow from the Lands onto any lot within Shining Mountain Subdivision, easement or public right-of-way other than what would have ordinarily so flowed had the Lands been left in its original unaltered state prior to the development of the Lands.

10. **Storage.** No boats, trailers, mobile homes, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, unlicensed automobiles, building materials, equipment or machinery of any kind, camp rigs off trucks or boat rigging shall be stored on any public street on the Lands, or in any right-of-way or driveway on the Lands. All storage of any such vehicles, equipment, machinery or other such item must be screened from public view either within a garage on the Lands or behind a solid fence. Storage for purposes of this provision is defined as storage of any such vehicles, equipment, machinery or other such item (except for licensed lightweight cars or pickups) without movement for a period exceeding forty-eight (48) hours. This provision does not apply to new equipment being offered for sale by Owner, if Owner is a dealer in new equipment.

11. **Loading Docks and Entries.** Truck loading docks shall be constructed and located in such a manner so as to accommodate all trucks and trailers without requiring protrusion of the truck or trailer into any street during the time of loading or unloading. The traffic area around the loading dock shall be paved with concrete or asphalt.

12. **Parking.** It shall be the responsibility of the Owner to provide adequate parking for both employees and customers, and in no event shall the ratio between employment and car space be less than the minimum required by the City of Sheridan ordinances, laws and regulations.

13. **Landscaping; Clean Grounds; Removal of Wastes.** All unpaved land between the front of a building and the property line shall be landscaped. All such landscaped areas, as well as all unused or undeveloped land, all building and structures and all parking and other areas shall be maintained at all times by the Owner in a clean, presentable and safe condition. All grass area shall be kept cut and trimmed to maintain a neat appearance, and grass areas shall be kept watered and fertilized to promote growth. Stone and gravel areas are to be kept weed and grass free.

No garbage shall be placed or stored upon the Lands except in tightly covered metal or plastic containers, and said containers shall be maintained in an orderly and sanitary condition and in a

manner not constituting a nuisance by reason of wind litter, disorderly appearance, or fire hazard. Owner shall be responsible for the removal of undergrowth, debris, rubbish, trash, excess dirt, wastes or garbage, or any other unsightly materials from the Lands.

14. **Structure Quality.** All structures on the Lands shall meet all building and zoning codes as adopted by the City of Sheridan. All structures built or placed on the Lands shall be constructed in a professional-like manner, so as to protect the value and desirability of the Lands. All structures shall be maintained in neat and proper condition at all times, including but not limited to painting, repairing, and replacing any items on the structures.

15. **Nuisances.** No noxious or offensive activities shall be carried out upon the Lands, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Lands shall not be maintained in such a way that it becomes a distraction or affects the value of any lots in Shining Mountain Subdivision.

16. **Amendment.** These covenants may be amended or altered upon the written approval of the Owner and sixty percent of the Lot Owners in **Shining Mountain Subdivision**. Each lot in Shining Mountain Subdivision shall be considered to have one Owner for purposes of this paragraph. Each lot shall count as one vote. Any such amendments or alterations shall be binding on the Lands and shall be recorded with the Sheridan County Clerk.

17. **Duration.** 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 agreeing to change said covenants in whole or in part has been signed by the Owner and sixty percent (60%) of the then lot owners of Shining Mountain Subdivision. Each lot in Shining Mountain Subdivision shall be considered to have one owner for the purposes of this paragraph and shall count as one vote.

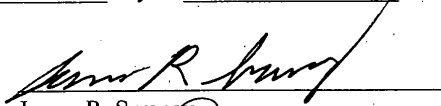
18. **Severability.** In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

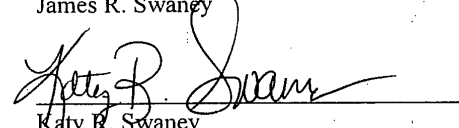
19. **Enforcement.** The covenants and restrictions herein set forth shall run with the Lands and bind the present Owners, their successors and assigns, and all parties claiming under them agree and covenant with the Owner of the Lands, their successors and assigns to conform to said covenants

and restrictions. The purchase of any portion of the Lands is taken as an assent to be bound by these covenants and restrictions during the period of Ownership and to abide hereby. The Owner of the lands and any owner of a lot in Shining Mountain Subdivision shall have the right to sue for and obtain injunction to prevent the breach of or to enforce observance of the covenants and restrictions herein set forth, in addition to ordinary legal action for damages. If any lot owner in Shining Mountain Subdivision is required to take action to enforce these Covenants, the lot owner shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with the enforcement hereof, whether such enforcement requires litigation or not, and such damages as may be determined for such violation.

20. **Non Waiver.** Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

Executed and made effective this 25<sup>th</sup> day of April, 2007.

  
James R. Swaney

  
Katy R. Swaney

STATE OF WYOMING )

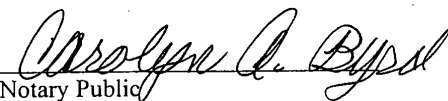
: ss.

COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of APRIL, 2007, by James R. Swaney and Katy R. Swaney, husband and wife.

WITNESS my hand and official seal.



  
Notary Public

My Commission Expires: 7-25-07

**LEGAL DESCRIPTION**

A tract of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 23 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 26, Township 56 North, Range 84 West of the 6<sup>th</sup> Principal Meridian, City of Sheridan, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located S52°49'37"W, 697.14 feet from the Quarter Corner ( $\frac{1}{4}$ ) common to said Sections 23 and 26; thence S0°27'52"E, 580.00 feet; thence S89°55'40"W, 258.93 feet; thence N0°29'00"W, 579.99 feet; thence N89°55'39"E, 259.12 feet to the point of beginning. Said tract contains 3.44 acres, more or less.

