

DECLARATION OF PROTECTIVE COVENANTS FOR

WILLIAMS MINOR SUBDIVISION

Sheridan County, Wyoming

THIS DECLARATION, made this day by Eugene B. and Anne M. Williams, hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in the Subdivision known as Williams Minor Subdivision which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan, Wyoming, said Plat by reference being specifically made a part hereof in all respects, as if fully set out herein; and

WHEREAS, the Declarant intends to sell all of the lots, tracts, and parcels of land contained in said Williams Minor Subdivision,

NOW, THEREFORE, all of the lots, parcels, tracts and portions of said property shall be held, transferred, sold or conveyed by Declarant, or by them contracted to be sold, subject to the conditions, restrictions, reservations, and covenants now on record, and upon the following 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 said property and each and every parcel of land therein, and shall apply to and bind the successors in interest of said owner 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 Williams Minor Subdivision, 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 commercial business of any nature except a consulting type business that requires little outsider visitation shall be conducted on the premises unless approved in writing by Declarant or its successor/Architectural Control Committee. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with necessary garages or outbuildings. All buildings shall be new construction. Necessary buildings, corrals, water facilities and other structures for the purpose of keeping livestock shall be permitted on any tract as approved by Declarant or their successor/Architectural Control Committee. Every effort shall be made to keep such structures attractive and painted. All improvements currently located on Lot #3 are exempt from the provisions contained in this covenant, as long as Declarant owns said lot. At such time as Lot 3 is no longer owned by Declarant this exemption shall become null and void.
3. No buildings 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. Manufactured homes will be considered on a case-by-case basis and approval will be at the sole discretion of Declarant or its successor/Architectural Control Committee.

4. The ground floor (first floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 900 square feet for a one-story dwelling. Where a single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall equal no less than 1,100 square feet of floor area. No dwelling with more than two full stories above the basement or the crawl space will be permitted.
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 out-building 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, or if said material is stored in a new outbuilding erected on the lot.
7. No more than one single family dwelling is permitted on any lot as designated above.
8. Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure as defined in the Sheridan County Zoning Regulations.
9. 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 equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No gasoline or other type of fuel except liquified petroleum gas, natural gas or propane shall be stored in tanks or containers located on or above ground level.
10. All chimneys, flues, fireplaces, including outdoor fireplaces or facilities of any type, designed to contain a fire must be installed with a spark retardant screen designed to contain sparks that may cause fire outside its confines.
11. No noxious, illegal, or offensive activity shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance or nuisance to the owner of any other portion of the Subdivision. Farm or Ranch animals are permitted. Dogs and other pets must be kept on their respective owners lot at all times. Overgrazing on any lot is prohibited.
12. Any new fence construction must be approved by Declarant or their Successor/Architectural Control Committee. A lot must be fenced by the owner of said lot prior to allowing livestock to roam or graze upon it.
13. One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered or permitted on any tract or lot.
14. Resubdivision is not permitted except on Lot 4, which may be split into two (2) lots with a minimum of five (5) acres per lot.
15. No sewerage disposal system shall be constructed, altered, or allowed to remain or used unless fully approved as to design, capacity, location and construction by the Sheridan County Planning and Engineering office and must comply with public health standards.

16. Easements and rights of way as shown or indicated on the recorded plat are hereby reserved in this Subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water, cable television facilities, or other public or quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair. Any and all utilities must be placed underground.
17. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five percent (75%) of the lots in Williams Minor Subdivision.
18. These covenants are to run with the land. They shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, unless 100% of the lot owners agree to alter the term.
19. All areas disturbed by constructions shall be returned to natural conditions and replanted with suitable ground cover. All land, building and structures shall be kept in good repair. All necessary measures will be taken by each individual lot owner to control the growth and spread of noxious weeds.
20. 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. All utilities to be installed underground.
21. Owner and adjacent lot owners will construct the main access road leading into the Subdivision on an equal share of the cost basis. After construction, all costs incurred for maintenance and repair or improvements of the road shall be shared equally by the adjacent tract owners, whether residing or not residing upon any owner's lot. Any upgrade to the graveled access road desired by an individual lot owner will be done at that owner's sole expense unless otherwise mutually agreed by one hundred percent (100%) of the lot owners.
22. Hunting and/or the discharge of firearms or fireworks on any lot is prohibited.
23. All culverts placed on any lot shall be large enough to carry water without overflowing under normal circumstances.
24. At the time, one hundred percent (100%) of the original lots other than Lot #3 in the Williams Minor Subdivision shall have been sold and conveyed by the undersigned owner, the owners of all of the lots in the Subdivision shall become the Architectural Control Committee. Each lot shall be entitled to one (1) vote in any voting situation.
25. 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.

Dated this 19 day of August, 1997.

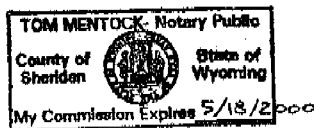
Eugene B. Williams
EUGENE B. WILLIAMS, Declarant

Anne M. Williams
ANNE M. WILLIAMS, Declarant

STATE OF WYOMING)
)
) ss.
County of Sheridan)

The foregoing Declaration of Protective Covenants for Williams Minor Subdivision, Sheridan County, Wyoming, was acknowledged before me this 19th day of August, 1997, by EUGENE B. WILLIAMS and ANNE M. WILLIAMS.

WITNESS my hand and official seal.



Tom Mentock
Notary Public

My Commission Expires: May 18, 2000