

RECORDED FEBRUARY 2, 1979 BK 237 PG 524 756428 MARGARET LEWIS, COUNTY CLERK

RECEIVED JAN 26 1979

HORSESHOE ESTATES

SUBDIVIDER: Horseshoe Estates, A Partnership
P. O. Box 6498
Sheridan, Wyoming 82801

DESIGNER : Pilch Engineering & Surveying, Inc.
P. O. Box 6498
Sheridan, Wyoming 82801

DECLARATION OF PROTECTIVE COVENANTS FOR

HORSESHOE ESTATES

Sheridan, Wyoming

THIS DECLARATION, made this day by HORSESHOE ESTATES
of Sheridan, Wyoming, hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands
embraced in Horseshoe Estates 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 Horseshoe
Estates,

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, sub-
ject to the conditions, restrictions, reservations and covenants
now on record, and upon the following express provisions, reser-
vations, 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 Horseshoe Estates, 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 Horseshoe Estates, and are as follows:

(1)

All lots in said subdivision shall be known and described as rural lots and will be restricted by all the covenants contained herein. No trailers of any type will be allowed upon any of the lots within the subdivision. All lots or tracts shall be used for residential purposes only, with the exception that the lots adjacent to the Highway U. S. 14 will be allowed to have businesses related to the tourist or traveling public industry. All tracts or lots within the subdivision can be re-subdivided into tracts not less than five acres each, providing the tract owner complies with all requirements of the Sheridan County and State Subdivision Regulations.

(2)

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. No fence or wall shall be erected, placed or altered on any site and no substantial changes shall be made in the landscape unless approved by the undersigned owner. At the time seventy-five per cent (75%) of the lots in Horseshoe Estates 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.

(3)

The ground floor (first floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 800 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 1,000 square feet of floor area.

(4)

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.

(5)

Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure as follows:

- (a) Front and side setbacks - fifty (50) feet;
- (b) Rear setback - fifty (50) feet.

(6)

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 and removed from the premises on a periodic basis by each lot owner. No open fires shall be permitted.

(7)

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may or may become an annoyance or nuisance to the owner of any other portion of the subdivision.

(8)

Any new fence construction must be as follows: Steel, treated or unpainted posts. If poles, they must be peeled, lumber must be stained or painted. Adequate wire must be used.

(9)

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 ten per cent (10%) of the requirements, and shall have the right to enforce these covenants.

(10)

No sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by the Wyoming Environmental Quality Department. All systems shall be installed by the lot owners and must comply with public health standards. Out-houses, chemical and gas, and electric toilets are permitted; however, outhouses must have approved vaults.

(11)

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, telephones, sewer, water, cable television facilities, 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.

(12)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five per cent (75%) of the lots in the subdivision.

(13)

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 seventy-five per cent (75%) of the then owners of the lots and recorded.

(14)

Declarant shall construct all roads which are indicated on the map within the subdivision. After construction, all costs incurred for maintenance and repair or improvements of the roads shall be shared equally by the adjacent lot owners. Responsibility for such maintenance, repair or improvements as well as the assessment of the costs therefor shall rest in the Architectural Control Committee. Snow removal costs shall be shared by those residing in the subdivision only.

(15)

All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.

(16)

The electric utility company will provide for the installation of utilities to a point adjacent to each lot. The owner of each lot shall be responsible for installing the utilities on their lot, said installation to be at the cost of the owner of such lot.

(17)

Elevated tanks higher than twenty (20) feet above the ground shall not be erected or permitted upon any lot.

(18)

No towers or radio or television antennas higher than twenty (20) feet above the highest roof line of the dwelling house shall be erected on any residential lot. All such towers and antennas must be attached to the dwelling. Declarant reserves the right to construct towers exceeding twenty (20) feet for the purpose of providing utilities to the subdivision and operation thereof.

(19)

Each dwelling shall be constructed with adequate off-road parking area for at least two automobiles per residence. No parking shall be allowed within the boundaries of any road rights of way.

(20)

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.

(21)

Horseshoe Estates hereby reserves to itself, its successors and assigns, perpetual easements across such land in the subdivision, along all easements indicated on the plat & drainage swales presently in existence (or hereafter constructed or confined with the consent of the landowners across which the water flows), for the purpose of construction, maintenance and operation of the utility systems and for the proper drainage of all lands or any lots therein.

(22)

Owner and its successor shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and to allocate and assess the costs for the improvement, maintenance and repair of all roadways. 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 (10) 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 the Owner.

(23)

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.

(24)

Garbage or trash cans must be where no wild animals have access to them.

(25)

Lot owners shall restrain all dogs and other pets to prevent chasing of wild game.

(26)

No lot owner shall disturb any of the terrain or remove any trees without prior approval. Plans of landscaping, excavation, entry roads and building sites must be submitted. Soil stability for every

building site must be investigated and approved before any construction, excavating, etc., begins. The lot owners must also comply with approved plans. Any changes of approved plans must be approved prior to construction.

(27)

The owner reserves the right to use any surface springs located on any tract for a possible municipal water system, along with the right to construct pipelines, storage tanks, etc., necessary to complete the system. For compensation, the tract owner will have the right to one (1) domestic water tap for household use only.

(28)

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

IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Protective Covenants for Horseshoe Estates" this 25TH day of JANUARY, 1979.

HORSESHOE ESTATES

By

Walter J. Alch
William J. Fisele
Ronald P. Schoonover
Richard E. Shanor

STATE OF WYOMING)
(ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 25TH day of JANUARY, 1979, by WALTER J. ALCH, WILLIAM J. FISELE, RONALD P. SCHOONOVER, RICHARD E. SHANOR

Olga M. Fisele
Notary Public

My Commission expires: 1-15-81

