

RECORDED JUNE 4, 1979 BK 240 PG 349 NO.766135 MARGARET LEWIS, COUNTY CLERK

SATTTLER SUBDIVISION

SUBDIVIDER: Martin A. Sattler

DESIGNER: Rosendahl Engineering & Surveying  
Sheridan, Wyoming 82801

\* \* \* \* \*

DECLARATION OF PROTECTIVE COVENANTS

FOR SATTTLER SUBDIVISION

SHERIDAN COUNTY, WYOMING

\* \* \* \* \*

This Declaration, made this day by Martin A. Sattler,  
hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in the Subdivision known as Sattler 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 referred to 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, parcels of land contained in said Sattler 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 him 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 Sattler 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 homes shall be new construction and be 600 Sq. Ft. of living space or more, and cannot be occupied until exterior construction is complete. No trailer houses allowed.

(2) Each building shall conform with minimum setback distances measured from the lot line to the nearest wall of such structure.

(3) 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 waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

(4) Hunting of any kind on any part of the subdivision is forbidden. No discharge of firearms will be allowed in this subdivision.

(5) 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.

(6) 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.

(7) All areas disturbed by construction shall be returned to natural conditions and compatible with surrounding area.

(8) No tract owner will be allowed to install a sewer drain field unless approved by the Wyoming Public Health Service or Sheridan County. Tract owners shall comply with all Public Health and Sheridan County requirements for obtaining a sewer system permit. The installation shall be inspected by either the Sheridan County Sanitation Board or Department of Environmental Quality before the system is backfilled or covered.

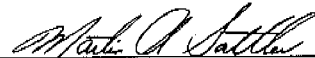
(9) No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any tract.

(10) Only single family dwellings will be allowed in the subdivision.

(11) Declarant and his successors shall have the sole and exclusive right and authority to determine compliance with the covenants herein. Upon the violation of any covenant or upon the failure to pay any assessment a written notice of

such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, declarant or its successors may re-enter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the owner. In addition, damages may be assessed against the violator at the rate of twenty five dollars (\$25.00) per day for each day the violation continues after the 10 days notice. In the event suit is required to collect all 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 court, shall be liable for all attorney fees and costs incurred by owner or its successor in bringing such action.

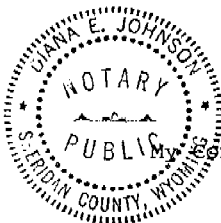
IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Protective Covenants for Sattler Subdivision" this 22 day of MAY, 1979.

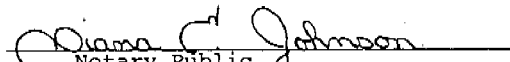
  
Martin A. Sattler

STATE OF WYOMING     )  
                              ) ss  
COUNTY OF SHERIDAN   )

The foregoing instrument was acknowledged before me this 22 day of May, 1979, by Martin A. Sattler.

WITNESS my hand and official seal.



  
Diana E. Johnson  
Notary Public

Commission Expires: 1-26-81