

RECORDED SEPTEMBER 20, 1976 BK 217 PG 314 NO. 693738 MARGARET LEWIS, COUNTY CLERK

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J O H N M I L L S F A M I L Y S U B D I V I S I O N

B I G H O R N , W Y O M I N G

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DECLARATION OF PROTECTIVE COVENANTS FOR:

JOHN MILLS FAMILY SUBDIVISION

BIG HORN, WYOMING

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THIS DECLARATION, made this day by the members of the JOHN MILLS FAMILY as herewith named: Mr. John D. Mills, Mrs. Mary E. McCann, Mrs. Sarah J. Curry, Mrs. Judith L. Morris, and Miss Carol J. Mills, and hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in the Subdivision known as John Mills Family 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, transfer or divide the lands contained in said John Mills Family Subdivision.

NOW, THEREFORE, all of the lots, parcels and portions of said property shall be held, sold or assigned subject to the conditions, restrictions, reservations and covenants hereinafter listed and enumerated, 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 land comprising the John Mills Family Subdivision, as an obligation or charge against the same for the benefit of each and every parcel therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every parcel in said Subdivision, and are as follows:

ARTICLE 1 PURPOSE OF COVENANTS

1. General Requirements: It is the intention of the John Mills Family, expressed by its execution of this instrument, that the lands shall be developed and maintained as a desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this instrument.

2. No parcel shall be used except for residential purposes and no business of any nature whatsoever shall be conducted on the premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling with necessary garage or outbuildings. All buildings, corrals, water facilities and other structures for the purpose of keeping livestock, for family recreation shall be permitted on any parcel. Every effort shall be made to keep such structures attractive and painted and concealed from general view to the extent possible.

3. No buildings or structures or fence or wall shall be erected, placed or altered on any of the parcels of land until the construction plans and specifications and a plot plan shall have been approved by the owners of 80% of the lots in the subdivision. No substantial

changes in the landscaping shall be made unless approval by the owners of 80% of the lots in the subdivision.

4. The principal dwelling shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces, and garage of 1100 square feet, except that where the said principal dwelling is a 1½ or 2-story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, provided that the total living area of the 1½ or 2-story dwelling is not less than 1600 square feet. A tri-level dwelling shall have a minimum of 1400 square feet of finished living area on the two upper levels.

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

6. No structure of a temporary character, mobile home, 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.

7. No more than one residence is permitted on any lot as a principal use.

8. No building shall be located on any residential building plot nearer than 50 feet to the front and side lines, and 25 feet to the rear lot lines and as shown on the plat and topographic map. For the purposes of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building lot to encroach upon another building lot.

9. No animals, livestock or poultry shall be raised, bred or kept for any commercial purposes on any lot; goats and swine are expressly forbidden and none shall be kept at any time on any lot for any purpose. In order to prevent overgrazing, livestock shall be kept in a small corral of not to exceed twenty percent of the lot size and only allowed to occasionally graze in remaining native grass area owned and fenced by owner. A family vegetable and fruit garden is permissible, but no additional ground shall be broken for farming purposes.

10. Stallions, bulls, or rams must be confined in a corral or like enclosure at all times while within the limits of the above mentioned subdivision.

11. 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 screened from view of other houses by a suitable approved solid wall or fence. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. No open fires shall be permitted.

12. No noxious or offensive activity 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 owner of any other portion of the subdivision. Hunting of any kind on any part of the subdivision is forbidden.

13. Any new fence construction must be as follows: steel, treated, or painted posts. If poles, they must be peeled, lumber must be stained or painted. New wire must be used.

14. No sign of any kind shall be displayed to the public view on any lot except one owner's name sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent.

15. There shall be no re-subdividing of any of the parcels in the subdivision.

16. All domestic water wells shall be located in a minimum of 100 feet from any sewer leach field and a minimum of 50 feet from any property line.

17. All sewer systems must be approved by the Declarant, or its Assignee or Agent, prior to construction and must comply with Public Health Standards. All sewer systems shall be placed a minimum of 50 feet from any property line. Due to high water table conditions existing on portions of Lots number 4 and 5, private sewage disposal fields shall not be constructed in the areas of Lots Number 4 and 5 which are shown cross sketched on the plat and topographic map. At any time that a central sewer system shall become available to the area all owners in the Subdivision will be required to convert and subscribe to that service.

18. Easements and rights of way as shown on the recorded plat are hereby reserved in this Subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi public utility service purposes, together with the right of ingress, egress or egress at any time for the purpose of further construction and repair.

19. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 80% of the lots in the Subdivision. All lot owners shall have the right to enforce these covenants.

20. 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

signed by 4 of the 5 owners of the residential parcels has been recorded, agreed to change said covenants in whole or in part.

21. All roads within the Subdivision intended for community use by the Owners of the parcels of land within the Subdivision will be constructed initially with gravel surfacing. All roads, the bridge to be constructed across Little Goose Creek, and any other structures or facilities constructed for the mutual benefit of the Owners of the five residential parcels shall be constructed, maintained, improved and repaired when necessary. The expense of such work shall be paid for on an equal share-of-the-cost basis by the Owners of the five residential parcels, or by their Assignees or Successors, until such time as Sheridan County shall assume the responsibility for maintenance of the dedicated roads and bridge structure. The expense incurred for the construction of roads, utility lines or other facilities on the individual residential parcels shall be the responsibility of the Owner of each parcel.

22. All utilities in the Subdivision will be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to each parcel. The Owner of each parcel shall be responsible for installing the utilities on their parcel, said installation to be at the cost of the Owner of such parcel.

23. No property Owner shall place upon his premises swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining parcels. Protective enclosures to screen the above must be approved by the Declarant as a part of the plans for the improvements to be located on the property. No towers or radio or television antennae higher than 20 feet above

the highest roof line of the dwelling house shall be erected and all such towers and antennae must be attached to the dwelling house.

24. All exterior lighting and standards must be approved by the Owners of 80% of the lots in the subdivision.

25. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles for each residence. No parking shall be allowed within the road right of way.

26. 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.

27. Culverts shall be a minimum of 15 inches diameter or that allowed for merging driveways into County approved roads and across road barrow pits.

28. The overall height of any residential building shall be limited to 30 feet from the ground level surrounding the house to the highest point of the roof.

29. The Declarant hereby reserves to itself, its Successors and Assignees, perpetual easements across such land in the John Mills Family Subdivision, along the irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the land owners across which the water flows) for the purpose of construction, maintaining, and operation of the ditches for proper irrigation and drainage of all meadow lands or any parcels therein. The Declarant similarly reserves to itself, its Successors and Assignees the right to irrigate and go on all such lands at all reasonable times, for the purpose of preserving and maintaining the natural beauty.

30. The Declarant and its Successors and Assignees shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs for the improvement, maintenance and repair, of all roadways and community areas. 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, the Declarant, 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 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 Declarant or its Successor in bringing such action.

31. In the event anyone 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.

IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Protective Covenants for the John Mills Family Subdivision" this 3rd day of September 1976.

John D. Mills  
John D. Mills

Sarah J. Curry  
Sarah J. Curry (Mrs.)

Carol J. Mills  
Carol J. Mills (Miss)

Mary E. McCann  
Mary E. McCann (Mrs.)

Judith L. Morris  
Judith L. Morris (Mrs.)

ATTEST:

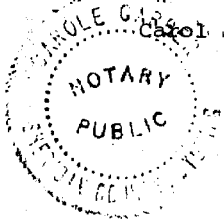
W. T. P. Shewling  
Witness



STATE OF WYOMING     )  
                              ) ss  
COUNTY OF SHERIDAN   )

The foregoing instrument was acknowledged before  
me this 3rd day of September, 1976, by John D. Mills,  
Mary E. McCann, Sarah J. Curry, Judith L. Morris and  
Carol Jean Mills.

WITNESS my hand and official seal.



Carol Jean Mills  
Notary Public

My Commission Expires: July 12, 1979