

B U R G E S S S U B D I V I S I O N
DECLARATION OF PROTECTIVE COVENANTS FOR:

That Land to be Known As

Burgess Subdivision
Sheridan County, Wyoming

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THIS DECLARATION, made this day by VICTOR SLACK and
JACQUELINE M. SLACK, hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in that Subdivision to be known as Burgess Subdivision, which is platted and which is to be filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan, Wyoming, said Plat has been accepted by the Planning Commission and the Board of County Commissioners of Sheridan County, Wyoming, but which plat has not been filed as yet pending an on the ground survey and which plat when filed is by reference being specifically made a part hereof in all respects, as if fully set out herein; and

WHEREAS, said subdivision shall be located in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 34, Township 54 North, Range 85 West of the 6th P.M., Sheridan County, Wyoming; and

WHEREAS, the Declarant intends to sell all of the tracts and parcels of land contained in said Burgess Subdivision.

NOW, THEREFORE, all of the lots, 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 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 of the improvement of the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the Burgess 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 or tracts in said Subdivision shall be known and described as residential lots, and will be restricted by all the covenants contained herein.

(2)

If the purchaser of any lot in this subdivision, or his or her heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision as well as the committee or any one of them to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damage or other dues for such violation. If legal action must be brought to enforce any of the terms or provisions of these covenants, then the alleged violator shall be liable for all costs and expenses incurred by the owners or committee bringing such action including a reasonable attorney's fee, provided the Court finds against said alleged violator.

(3)

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force.

(4)

All building and improvements shall meet or exceed the minimum requirements of the U.S. Forest Service insofar as they are pertinent hereto and all construction must meet U.S. Forest Service specifications and the State Uniform Code on sanitation and wells. Colors shall blend with the environment.

(5)

Not more than one residential building and garage and one storage building shall be erected on the premises without the prior written consent of the committee first had and obtained and subject further that no building or improvements shall be erected, placed or altered on any tract in said subdivision until said building plans, specifications and plot plans showing the location of such building or improvement have been approved in writing by a majority of the

committee as hereinafter designated. Said committee is to be composed of three members and shall initially consist of Clyde Lund, Victor Slack and John A. Burgess. Any two of said committee shall be able to act in the absence of a third member. In the event of death or resignation of any member of said committee the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event of such designation, said committee shall, if at all possible, designate a record title owner in said subdivision. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on or after January 1, 1985. Thereafter, the approval described in this covenant shall not be required unless, prior to January 1, 1985, the record owners of a majority of the tracts in this subdivision appoint a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee. Notice of such appointment shall be mailed or delivered to the then record owners of all of the tracts in said subdivision.

(6)

No lot in said subdivision shall be further subdivided.

(7)

All sewer systems must be approved prior to construction and must comply with Public Health Standards adopted by the State Board of Health.

(8)

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 will be kept in sanitary containers. Containers to be emptied when full.

(9)

No noxious or offensive trade or activity shall be carried upon any tract in said subdivision nor shall anything be done thereon which may become an annoyance or nuisance to neighboring property.

(10)

All properties herein in said subdivision shall be subject to an easement for utilities. All utilities in the subdivision will be placed underground unless terrain does not warrant doing. The owner of each tract shall be responsible for the entire cost of installing the utilities on their tract, and whatever other cost the utility company may require for installation and use. It being understood that such easement shall be exercised so as to cause the least amount of nuisance or interference to any of the property herein sold.

(11)

It is understood that each property owner herein shall have a joint obligation to maintain the road leading to the tracts in said subdivision from the Red Grade Road. All roads within the subdivision are to be maintained, improved and repaired when necessary by all adjacent tract owners on an equal share-of-the-cost basis.

(12)

Within two (2) years after title is delivered, the tract owner agrees that no trailer house, camper or other movable structures shall be used as permanent or semi-permanent living quarters on said property. It is the intent of this restrictive covenant to require eventual permanent living quarters on said tract.

(13)

These covenants shall remain in full force and effect for the initial period of twenty five (25) years and thereafter for ten (10) year periods unless prior to the expiration of a said period a majority of the record title owners vote to cancel or terminate said covenants. Each tract owner shall have one vote for each full five (5) acres of land owned in the subdivision.

IN WITNESS WHEREOF, the Declarant has executed this
"Declaration of Protective Covenants for Burgess Subdivision"
this 30th day of February, 1976.

Victor Slack
Victor Slack
Declarant

Jacqueline M. Slack
Jacqueline M. Slack
Declarant

STATE OF WYOMING)
COUNTY OF SHERIDAN)SS

The foregoing instrument was acknowledged before
me this 30 day of February, 1976, by Victor Slack and
Jacqueline M. Slack.

WITNESS my hand and official seal.



Austin T. Redd
Notary Public

My Commission expires: December 1, 1979