

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF OLYMPUS HILLS SUBDIVISION
SHERIDAN, WYOMING

THIS DECLARATION made this 30 day of November, 1978, by Fred E. Trembath and Shirley A. Trembath, husband and wife, residents of Sheridan County, Wyoming, hereinafter referred to as Declarants, and Paul C. McVay and Cheryl L. McVay, husband and wife, residents of Sheridan County, Wyoming, and Ralph Davidson and Charlotte Davidson, husband and wife, residents of Sheridan County, Wyoming;

WITNESSETH THAT:

WHEREAS, Declarants, Paul C. McVay and Cheryl L. McVay, and Ralph Davidson and Charlotte Davidson, are the sole owners of real property located in Sheridan County, Wyoming, which is described in the plat of Olympus Hills Subdivision; and

WHEREAS, part or all of the real property described in the Plat was subject to Restrictive Covenants filed on the real property on July 29, 1977, in the office of the Clerk and Recorder of Sheridan County, Wyoming; and

WHEREAS, the Declarants, Paul C. McVay and Cheryl L. McVay, and Ralph Davidson and Charlotte Davidson, wish to replace the Restrictive Covenants referred to in the preceding paragraph with those contained herein;

NOW, THEREFORE, Declarants, Paul C. McVay and Cheryl L. McVay, and Ralph Davidson and Charlotte Davidson hereby declare that all of the real property described on the Plat of Olympus Hills Subdivision shall, with the sole exception of Lots 1 and 2 in Block 4, be held, sold, and conveyed, subject to the following easements, restrictions, covenants, and conditions which are for the purposes of protecting the value and the existing natural beauty of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described premises,

or any part thereof, their heirs, successors and assigns,
and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

A. Declarants mean Fred E. Trembath and Shirley A. Trembath, husband and wife, their successors and assigns.

B. Real Property. Real property shall be all real property contained in the Plat of Olympus Hills Subdivision.

C. Plat. The plat means the plat for Olympus Hills Subdivision as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming, on the same date that this Declaration of Covenants, Conditions and Restrictions of Olympus Hills Subdivision are filed.

D. Residence and Residential. Residence and residential shall pertain only to single family dwellings.

ARTICLE II

EXCEPTIONS TO RESTRICTIONS

A. At the time that this Declaration is signed and filed with the County Clerk of Sheridan County, Lots 1 and 2 in Block 4 of the real property contained within the Olympus Hills Subdivision do not comply with nor conform to the restrictions under Article III herein.

B. The Declarants, Paul C. McVay and Cheryl L. McVay, and Ralph Davidson and Charlotte Davidson hereby intend that Lots 1 and 2 in Block 4 herein described shall not be burdened by, subject to, or restricted in any manner by the restrictions contained in Article III.

C. The Declarants, Paul C. McVay and Cheryl L. McVay, and Ralph Davidson and Charlotte Davidson also intend that the present owners and future owners of Lots 1 and 2 in Block 4 herein described shall not have the benefit of nor the authority to enforce the restrictions contained in Article III.

ARTICLE III
RESTRICTIONS

A. With the exception of the present and future owners of the real property described in Article II herein, all persons, corporations, cooperatives, companies, and organizations who now own, or who shall hereafter acquire any interest in and to the real property in Olympus Hills Subdivision shall be taken and held to agree and covenant with the owners of the lots and with their heirs, successors, and assigns to conform to the covenants, restrictions and stipulations as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

B. No Lot with the Subdivision shall be used for a purpose other than residential.

C. No building shall be erected, altered, placed or permitted to remain on any lot other than a residence defined in Article I, paragraph D, together with a garage or carport. Any building erected shall not exceed 25 feet in height; the height shall be determined by projecting a perpendicular line from the center of the highest portion of the building to the center of the frontage street.

D. No residence or other building or structure shall be located on any lot less than 25 feet from the front line of the lot, nor shall any building or structure be located less than 8 feet from side lot line, or less than 20 feet from the rear lot line. The front line of the lot is defined as the line that separates the lot from an avenue, drive, or street.

If the lot is a corner lot, i.e. a lot that is abutted on two sides by avenues, drives, streets, or a combination thereof, the front line of the lot is defined as the line on the west or east side of the lot, and the rear line of the lot is defined as the line opposite the front line. With respect to a corner lot, no residence or other building

or structure shall be located on any lot less than 25 feet from the front line of the lot, nor shall any building or structure be located less than 8 feet from the side lot line, which is not a line separating the lot from an avenue, drive, or street, or less than 20 feet from the rear lot line, or less than 25 feet from the line other than the front line separating the lot from the avenue, drive, or street.

E. No lot within the Subdivision shall be subdivided or split, provided that nothing herein shall be read to prevent a purchaser from buying one or more lots on which he may build. When a residence structure is placed on more than one lot, the lot side line shall be considered the outer property line of the premises.

F. No fence, wall, or hedge of any kind shall be erected or placed upon any lot to extend in front of the front line of the residence. No fence, living hedge or wall of any kind or character shall be erected or placed on the front yard set back area of any lot. Fences that are to be erected shall be of quality materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property. Wood fences are to be stained or painted. Fences erected on a common property line shall have the approval and endorsement of both property owners prior to construction, whenever possible.

G. The ground floor, or main floor living area, of all dwellings erected on lots exceeding 14,000 square feet shall contain not less than 1400 square feet. The ground floor, or main living area, of all dwellings erected on lots of less than 14,000 square feet shall contain square footage equal to at least ten percent of the square footage of the lot.

H. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the

recorded plat. Within these easements, no structure, plant or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the facilities, or which may change the direction of flow of draining channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

I. No obnoxious 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 neighborhood.

J. No structure of a temporary character, mobile home, 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. Only new construction shall be permitted for all buildings or residences in the Subdivision, and such construction shall be of good quality and appearance, and the exterior design shall harmonize with existing structures in the area.

K. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising property for sale or rent.

L. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

M. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept

except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

N. No lot or building within the Subdivision shall be used for the purposes of any trade or commercial, professional, or manufacturing business of any kind or description. No hospital, church, duplex, or apartment housing shall be erected in the Subdivision.

O. No television or other communication tower or structure shall be placed in front of the front line of the house, and all such towers or structures must conform to federal height regulations.

P. All sunbathing shall be conducted in back of the structure upon each lot and sunbathers shall comply with City codes.

Q. No structure on any lot may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.

R. Only motor vehicles capable of being moved under their own power may be parked upon the streets and the lots of the Subdivision.

S. Any and all utilities within the Subdivision shall be underground.

T. Above ground swimming pools shall not be permitted in the Subdivision, with the exception of children's wading pools not exceeding 8 feet in diameter. However, all swimming pools shall be in the rear of the structure on the lot, and shall be fenced and locked when not in use.

U. Clothes lines are permitted if in the rear of the structure, and if they are not exposed to the street.

V. Gardens are permitted if they are in the rear of the structure and if no weeds, underbrush or unsightly growth is visible from the street.

W. Driveways are to be constructed of one solid unit of concrete, and no weeds or grass shall be permitted to divide the cement units.

A purchaser of any lot or lots within the Subdivision shall commence construction of a residence within two years of the date of the purchase of the lot or lots. Such residence shall be completed within one year after commencing construction. Landscaping must be completed in one year from date of occupancy. In the event of the failure of the purchaser to abide by these deadlines, Declarants, their successors and assigns, shall upon ten days notice unto the purchaser have the right to retake possession of the premises, and if construction has not yet commenced, pay the purchaser the original purchase price of the lot, or if construction has commenced, pay in addition to the purchase price of the lot, the reasonable value of the uncompleted construction.

X. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE IV.

DECLARANTS' CONTROL

A. No residence shall be constructed or other structure shall be constructed, replaced, or altered on any lot in the Subdivision until the plans for specifications showing the location of the structure and the plans for construction have been approved by the Declarants as to the quality of workmanship of the materials, color of the structure, harmony of external design with the existing structures, location with respect to topography, finished grade, elevation, and compliance

with the covenants and restrictions contained herein.

Declarants are to be contacted at 845 Absaraka or at such other place as is designated in writing.

B. Declarants will make inspections of exterior construction to see that it complies with the plans submitted.

C. Only new construction shall be permitted for all buildings in the Subdivision, and such construction shall be of good quality and appearance, and the exterior's design shall harmonize with existing structures in the area.

D. At the time fifty percent of the lots in the Olympus Hills Subdivision have been sold and conveyed, the owners of all of the lots within the Subdivision shall elect successors to Declarants, a committee consisting of five members, each of whom shall be a lot owner, and upon whose election shall replace the undersigned Declarants as approving agency for the provisions of these covenants and restrictions. Election to the committee shall be annually, and upon the death or resignation of any member of the committee, the remaining members shall have authority to designate a successor who shall remain upon the committee until the next annual election.

E. Elections to the committee shall be held on the first day of March of each year at a meeting called for that purpose. Notice of the meeting shall be mailed to all property owners within the addition at the address given.

F. Each lot within the Subdivision shall have one vote at the meeting, and the majority of the lots as represented by the Owners thereof at any such meeting, may elect the members of the committee.

G. The committee shall have full authority to grant variances from these covenants and restrictions up to ten percent of any requirement provided that the owner of the lot seeking the variance from the restrictions must first

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obtain in writing consent to such variance from those lot owners within a distance of 200 feet from the outside boundary of the effected lot or lots.

H. The Declarants' or the committee's approval or diaspproval as required in these covenants shall be in writing. In the event the Declarants, or the committee, or a designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE V

GENERAL PROVISIONS

A. Enforcement. Declarants and their successors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein. Upon the violation of any covenant, a written notice of such violation or failure shall be directed to the violator who shall then have ten days after receipt of the said notice to correct the violation. If said violation is not so corrected, Declarants or their 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 \$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 owner or its successor in bringing such action.

B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

C. Amendment and Duration. The covenants and restrictions of this Declaration shall run with, and be binding upon, the land for a term of twenty years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten years. This Declaration may be amended at any time by an instrument signed by not less than eighty percent of the owners, and all such amendments must be recorded in the office of the County Clerk of Sheridan County, Wyoming.

D. Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the association and each owner, and the heirs, personal representatives, successors and assigns of each of them.

ARTICLE VI.

VACATION OF PREVIOUS RESTRICTIVE COVENANTS

Upon the filing of the Declaration of Covenants, Conditions and Restrictions of Olympus Hills Subdivision, Sheridan, Wyoming, Declarants, Paul C. McVay and Cheryl L. McVay, and Ralph Davidson and Charlotte Davidson vacate the Restrictive Covenants which were filed on July 29, 1977, declare them null and void, and replace them with the Restrictive Covenants contained herein.

IN WITNESS WHEREOF Declarants have executed this
Declaration the day and year first above written.

Fred E. Trembath
FRED E. TREMBATH

Shirley A. Trembath
SHIRLEY A. TREMBATH

Paul C. McVay
PAUL C. McVAY

Cheryl L. McVay
CHERYL L. McVAY

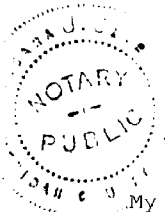
Ralph B. Davidson
RALPH DAVIDSON

Charlotte Davidson
CHARLOTTE DAVIDSON

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing instrument was acknowledged
before me by Fred E. Trembath and Shirley A. Trembath,
husband and wife, this 17th day of November, 1978.

WITNESS my hand and official seal.



Barbara J. Sore
Notary Public

My Commission expires: JANUARY 13, 1979

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing instrument was acknowledged before me by Paul C. McVay and Cheryl L. McVay, husband and wife, this 17th day of November, 1978.

WITNESS my hand and official seal.



Barbara J. Laro
Notary Public

Commission expires: January 13, 1979

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing instrument was acknowledged before me by Ralph Davidson and Charlotte Davidson, husband and wife, this 20th day of November, 1978.

WITNESS my hand and official seal.



Donna J. Flinn
Notary Public

My Commission expires: November 20, 1981