

RECORDED DECEMBER 22, 1977 BK 226 PG 301 NO. 724791 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS FOR REYNOLDS' SUBDIVISION

This Declaration made by James W. Reynolds and Frances M. Reynolds, husband and wife, and Gary L. McGary and Sally M. McGary, husband and wife; James F. Grosso and Barbara E. Grosso, husband and wife; Roger P. Duin and Debra L. Duin, husband and wife; Thomas O. Clifford and Sue Clifford, husband and wife; Stennitt B. Davison and Lorraine Davison, husband and wife; John R. LeFave and Ruth L. LeFave, husband and wife; and Jerry L. Jacobson and Penny R. Jacobson, husband and wife, all hereafter referred to as "Declarants".

The Declarant Reynolds is the legal owner of all lands embraced in the subdivision known as Reynolds Subdivision which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds at Sheridan County, Wyoming, and Declarants McGary, Grosso, Duin, Clifford, Davison, LeFave and Jacobson, are purchasing under agreements for deed all the lots embraced in said Reynolds Subdivision. The plat of Reynolds Subdivision is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as if fully set out herein.

All the lots shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations and covenants now of record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire subdivision and for the benefit of each owner of land therein, except as hereinafter provided.

These covenants shall be binding on all owners of land in this subdivision, except as hereinafter provided, and their successors in interest, regardless of how that interest is acquired.

This includes among others, adverse possessors, lessees and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of Reynolds Subdivision. These covenants are imposed upon all lots in Reynolds Subdivision, except as hereinafter provided, as an obligation or charge against the same for the benefit of each and every lot in the subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have the right to enforce the following covenants:

1. All lots in said subdivision shall be known and described as rural lots, and will be restricted by all the covenants contained herein.
2. 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 - thirty feet;
  - (b) Rear setback - thirty feet.
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 wastes 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. No open fires shall be permitted, except for burning of weeds if authorized by codes.
4. All lots in the subdivision must be fenced and the fencing shall be the responsibility of the individual lot owner. The cost of fences on common property lines shall be shared equally by the adjacent property owners.
5. One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Committee, shall be permitted; otherwise, no advertising signs or billboards shall be erected, altered, or permitted on any lot.

6. 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 percent (10%) of the requirements, and shall have the right to enforce these covenants.

7. Easement 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.

8. The operation and maintenance of roads within the subdivision shall be shared by lot owners on an equal share per lot owned; provided, that the owner of lot 1 shall not be required to share in such costs since such owner does not have use of said roads as access to said lot 1. Snow removal costs shall be shared by those residing in the subdivision only; provided, that the owner of lot 1 shall not be required to share in such costs since such owner does not have use of the roads as access to said lot 1. Decisions made by the majority of the owners of lots 2 through 7 of the subdivision shall control with respect to the operation, maintenance and snow removal of the roads within the subdivision.

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

10. All mobile homes will be permitted on all the lots in the Reynolds Subdivision. All permanent mobile homes must be placed on a permanent foundation or skirted. No temporary mobile homes or trailers will be allowed for a period of more than thirty (30) days on any of the lots in the Reynolds Subdivision; provided, that this limitation shall not apply to utility trailers or camper trailers.

11. These covenants are to run with the land and shall be binding upon all persons and all parties claiming under them for a period of twenty (20) years from the date of these covenants, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) per cent of the then owners of the lots has been recorded wherein the owners agree to change said covenants in whole or in part.

12. In the event any one of these covenants, restrictions, or remedies contained herein is invalidated by judgment or court order, the remaining provisions and remedies shall remain in full force and effect.

13. Declarants and their successors 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 improvements, 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, Declarants or their successors may reenter 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 Declarants or their successors in bringing such action.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Protective Covenants for Reynolds Subdivision this 12th day of December, 1977.

James W. Reynolds  
JAMES W. REYNOLDS

Gary L. McGary  
GARY L. MCGARY

Frances M. Reynolds  
FRANCES M. REYNOLDS

Sally M. McGary  
SALLY M. MCGARY

Roger P. Duin  
ROGER P. DUIN

James F. Grosso  
JAMES F. GROSSO

Debra L. Duin  
DEBRA L. DUIN

Barbara E. Grosso  
BARBARA E. GROSSO

Thomas O. Clifford  
THOMAS O. CLIFFORD

Stennitt B. Davison  
STENNITT B. DAVISON  
by Lorraine Davison

Sue Clifford  
SUE CLIFFORD

Lorraine Davison  
LORRAINE DAVISON

John R. LeFave  
JOHN R. LEFAVE

Jerry L. Jacobson  
JERRY L. JACOBSON

Ruth L. LeFave  
RUTH L. LEFAVE

Penny R. Jacobson  
PENNY R. JACOBSON

STATE OF WYOMING )  
 ) SS.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me  
this 8th day of November, 1977, by James W. Reynolds and  
Frances M. Reynolds, husband and wife.

WITNESS my hand and official seal.

Alicia J. Case  
Notary Public  
My commission expires: December 9, 1979

STATE OF WYOMING )  
 ) SS.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me  
this 12 day of December, 1977, by Gary L. McGary and  
Sally M. McGary, husband and wife.

WITNESS my hand and official seal.

Austin T. Redle  
Notary Public  
My commission expires: December 1, 1979

STATE OF WYOMING )  
 ) SS.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me  
this 12th day of December, 1977, by James F. Grosso and  
Barbara E. Grosso, husband and wife.

WITNESS my hand and official seal.

Edd R. Hall  
Notary Public  
My commission expires: March 9, 1981

STATE OF WYOMING )  
 ) SS.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me  
this 12 day of December, 1977, by Roger P. Duin and  
Debra L. Duin, husband and wife.

WITNESS my hand and official seal.

Roger P. Duin  
Notary Public  
My commission expires: July 26, 1980

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS.

The foregoing instrument was acknowledged before me this 12 day of December, 1977, by Thomas O. Clifford and Sue Clifford, husband and wife.

WITNESS my hand and official seal.

Austin T Radde  
Notary Public

My commission expires: December 1, 1978.

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS.

The foregoing instrument was acknowledged before me this 12 day of December, 1977, by Lorraine Davison as Attorney in fact for Stennitt B. Davison and Lorraine Davison, husband and wife.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires: July 26, 1980.

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS.

The foregoing instrument was acknowledged before me this 12 day of December, 1977, by John R. LeFave.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires: July 26, 1980.

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS.

The foregoing instrument was acknowledged before me this 12 day of December, 1977, by Jerry L. Jacobson and Penny R. Jacobson, husband and wife.

WITNESS my hand and official seal.

Patricia A Cotton  
Notary Public

My Commission expires: My Commission expires April 25, 1981.

STATE OF MONTANA )  
COUNTY OF Yellowstone ) SS.

The foregoing instrument was acknowledged before  
me this 19th day of Dec., 1977, by Ruth L. LeFave.

WITNESS my hand and official seal.

Shirley A. Carlson  
Notary Public



My commission expires:

7-12-79