

RECORDED OCTOBER 5, 1995 BK 376 PG 9 NO 209769 RONALD L. DAILEY, COUNTY CLERK

RESTATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SHERRI VIEW SUBDIVISION
SHERIDAN COUNTY, WYOMING

THIS RESTATEMENT OF COVENANTS made on this 4th day of October, 1995, by SHERRI VIEW SUBDIVISION, a joint venture; constituting the owners of seventy-five percent (75%) or more of the lots in the Sherri View Subdivision, hereinafter referred to as "OWNERS";

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Sherri View Subdivision dated the 20th day of June, 1979 and recorded the 29th day of June, 1979 in Book 241 of Deeds at page 232 in the office of the County Clerk and Recorder of Sheridan County, Wyoming; and

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions of Sherri View Subdivision dated the 31st day of July, 1981 and recorded the 31st day of July, 1981 in Book 259 of Deeds at page 268 in the office of the County Clerk and Recorder of Sheridan County, Wyoming; and

WHEREAS, the Second Amendment to Declaration of Protective Covenants of Sherri View Subdivision dated the 28th day of July, 1983 and recorded the 28th day of July, 1983 in Book 277 of Deeds, at page 110 in the office of the County Clerk and Recorder of Sheridan County, Wyoming; and

WHEREAS, the Owners desire that the Declaration of Covenants, Conditions and Restrictions; the Amended Declaration of Covenants, Conditions and Restrictions and the Second Amendment to Declaration of Protective Covenants be combined and RESTATED in their entirety as hereinafter provided;

NOW, THEREFORE, the Owners, constituting more than seventy-five percent (75%) of the owners of lots within the Sherri View Subdivision as of the date of this Restatement hereby declare as follows:

ARTICLE I

Definitions

(A) Declarant. Declarant means Sherri View Subdivision, acting through its architectural control committee, which is the successor in interest to ENPRO Corporation, a South Dakota Corporation, Mike Allen, American Dream Mobile-Modular Homes, Inc., a Wyoming, Corporation, Glenn D. McKinney, H. Allen McKinney and John N. Boatright.

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(B) Real Property. Real Property shall mean all the real property known and contained within the Sherri View Subdivision, described in Exhibit A appended hereto and made a part hereof, located in Sheridan County, Wyoming.

(C) Plat. The Plat means the plat for Sherri View 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 is filed.

(D) Residence and Residential. Residence and Residential shall pertain to single-family dwellings.

(E) Common Elements. Common Elements are the areas so designated on the plat, together with improvements thereon and any other improvements within the subdivision commonly owned by the Homeowners Association.

(F) Architectural Committee. The Architectural Committee shall consist of Declarants (or their successors and assigns) until such time as more than fifty percent (50%) of the lots in the subdivision have been sold, at which a majority of the owners of the lots in the subdivision shall select the members of the Architectural Committee. The Architectural Committee shall exercise all discretionary control over design, construction, maintenance and all other matters as set forth more particularly in these Covenants. In addition, the Architectural Committee shall act as a "Homeowners Association" and shall determine the nature and extent of use, operation, development, maintenance and repairs for common areas, streets, roads, reservoirs, ditches and surface irrigation water within the subdivision, as long as they are consistent with County and State Codes.

ARTICLE II

Use and Other Restrictions

(1) Persons Bound By These Restrictions. All persons, corporations, cooperatives, companies, and organizations who now own, or who shall hereafter acquire, any interest in or to the above-described lots in the Subdivision shall be taken and held to agree and covenant with the owners of said lots 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.

(2) No lot within the Subdivision shall be used, except for residential purposes, and no buildings shall be erected, altered, placed or permitted to remain on any lot or lots other than for residential purposes.

(3) Each building on a lot shall have minimum setback distances measured from the lot line to the nearest wall of such structure, as follows:

- (a) Front -- twenty-five (25) feet.
- (b) Side -- twenty-five (25) feet.
- (c) Rear -- twenty-five (25) feet.

(4) No building, fence, wall or other structure shall be erected, placed, or altered, nor shall there be any substantial change to the landscape on any site, until the plans and specifications for such construction, or alteration shall have first been approved by the Architectural Committee as hereinafter defined.

(5) The ground floor, or main floor living area of all dwellings erected on the lots, exclusive of open porches, breezeways, garages and carports, shall contain not less than 920 square feet; EXCEPT, in the case of a "split-level" dwelling, in which case the ground or lower floors of each portion of the "split-level" shall, in combination, contain not less than 1,600 square feet.

(6) No residence or other building or structure may be constructed except within an approved building area.

(7) 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 upon which he may build.

(8) No structure of a temporary character, a trailer, basements, tent, garage, barn or other building shall be built or moved onto any lot at any time and used as a residence or other building, either temporarily or permanently, with the exceptions of temporary structures for construction purposes. No building materials shall be stored on any lot for a period longer than ninety (90) days unless substantial construction of a residence is actually in progress; EXCEPT for limited maintenance purposes, to be stacked in a neat, organized manner not to be a nuisance to neighboring lot owners.

(9) Only new construction or residences and structures which the Architectural Committee has found to be consistent with the new construction standards for this subdivision 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 the existing structures in the area. Mobile or modular homes of at least 920 square feet and having prior approval of the Architectural Committee may be placed on a lot or lots; provided that the home is permanently attached,

affixed and made a part of the real property by being affixed to a permanent foundation.

(10) No gasoline, or other type of fuel may be stored in tanks or containers located above or on the surface of the grounds, with the exception of propane tanks required for heating.

(11) No privately-owned lot or building thereon within the subdivision shall be used for the purpose of any trade or any commercial, professional or manufacturing business of any kind or description EXCEPT as allowed with the following restrictions: small service industries shall be allowed in the home if there is no outward appearance of the business to the home or garage, signs for such businesses are limited to one (1) square foot in area, and no employees outside the immediate family are employed.

No hospital or church shall be erected within the subdivision.

(12) No portion of the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within enclosures or recessed in the ground. The burning of garbage or trash in incinerators is prohibited, and all containers shall be secure against spillage.

(12 A) Controlled burns of any kind shall meet County requirements, i.e., County Fire Department is notified before and after the burn; a water source is readily available at the site of the burn; the burn is extinguished by 5 PM; and the burn is attended at all times.

(13) No noxious or offensive activities shall be carried on within the subdivision or upon any lot at any time, nor shall anything be done which may constitute an annoyance or nuisance to any other owner within the subdivision.

(14) No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the subdivision. No swine, cattle, sheep, goats, or other livestock shall be permitted to be kept within the subdivision except that up to two horses per residence may be kept if adequate supplemental feed is provided to prevent overgrazing and erosion or related problems, and express consent of the Architectural Committee is first obtained. Any dog, cat or other pet which may be kept shall be controlled by the owner thereof so that it shall not become a public nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling or in approved enclosures.

(15) No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any lot except approved signs displayed to identify the occupants of the

dwelling or resale signs which shall not exceed four square feet in the area. No fence or hedge or walls of any kind shall be erected or placed upon any lot to extend in front of the front line of the residence without the approval of the Architectural Committee. 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. Fences erected on a common property line should have the approval and endorsement of both property owners prior to construction, whenever possible.

(16) Off-street parking for at least two (2) vehicles shall be provided on each lot. Only motor vehicles capable of being moved under their own power may be parked within the limits of the subdivision. No street or other open area shall be used for the purposes of dismantling or repairing of any vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.

(17) No trailer, boat, camper or other recreational type vehicle shall be situated or parked on any lot within the subdivision for more than four (4) consecutive days, nor more than twenty (20) days within any calendar year, unless such vehicles or equipment are enclosed in a garage or kept on a paved or otherwise prepared parking area located behind the front line of the residence.

(18) No structure on any lots may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed per Sheridan County Requirements.

(19) No excavation except as such may be necessary for the construction of improvements shall be permitted on any lot until such time as the actual construction of the residence or other building is to begin, except that the owner may test for the supply of water and subsoil conditions.

(20) Any and all utilities within the subdivision shall be underground, except during construction, as required by current Sheridan County Codes.

(21) During the period of construction of any residence or other building upon any lot of the subdivision, the said lot and area shall be kept as neat and orderly as possible.

(22) No television or other communication towers or structures shall be placed in front of the front line of the house, and any such tower or structure which exceeds three feet above the building roof line shall be first approved by the Architectural Committee.

(23) No weeds, underbrush or unsightly growth of plants shall be permitted to grow or remain upon any lot in the subdivision,

and all lots shall be kept mowed and clear of any trash, debris or waste.

(24) The subdivision has NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. If septic tanks or cesspools cannot comply with all applicable federal, state, or county laws, ordinances and regulations then sewage disposal shall be accomplished through the use of aerobic micro-organism type disposal units, which meet the National Sanitation Foundation criteria for extended aeration sewage treatment plants.

(25) There shall be no hunting, or discharging of firearms or fireworks within the subdivision, without prior written permission of Declarants or their successors and assigns.

(26) No outside illumination equipment or fixtures which will be detached from the residence or garage shall be constructed unless attached to a post or pole which shall not exceed eight feet in height, and which post or pole shall conform to the general architectural plan of the residence. All connections for such detached illumination devices or fixtures shall be underground.

(27) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for the sale or conveyance of a lot, and such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

(28) The subdivision has NO PROPOSED DOMESTIC WATER SOURCE. In the event either public water or public sewer facilities are extended to the subdivision, the owner of any residential dwelling already constructed, or the purchaser of a lot which is building a residential dwelling, may hook on to the public water or public sewer facilities at his own expense.

(29) A purchaser of any lot or lots within the subdivision shall complete construction of a residence within one (1) year after commencement of construction. In the event the lot owner cannot abide by this deadline, he is required to contact the Committee.

ARTICLE IV

Water

(a) Domestic wells may be used for irrigation or sprinkling up to one (1) Acre of land. Adjudicated irrigation water may also be used for irrigation or sprinkling purposes within the subdivision. If a problem with the area wells arises, home use wells will take precedence over outside use wells.

(b) All irrigation water adjudicated to the lands described in Exhibit "A" to these Covenants, including all water transported by private or incorporated ditches, which Declarant has the right to use and apply shall be divided on a prorata basis, and shall be delivered to the Architectural Committee which shall cooperate with each individual lot owner in conveying to such lot owners their prorata share of such water. The share available for the use for each given lot within the subdivision shall be determined by applying to the total amount of available water a fraction the denominator of which is the total number of irrigated acres within the subdivision for which water rights have been adjudicated and the numerator of which is the total number of irrigated acres within the given individual lot. The common areas and parks within the subdivision shall likewise be entitled to their prorata share of such water.

(c) The Architectural Committee shall, in accordance with Article V, levy assessments against the individual lots and lot owners for water, for the use of water, for the transportation of water, and the maintenance of all transportation facilities, and for the expenses incurred in conjunction with the distribution of such water, which assessments shall include all costs of the Architectural Committee obtaining the necessary water, maintaining ditches, distributing the water, and shall include all other costs incidental thereto. The assessments thus levied shall be made on the same prorata basis used for the distribution of water to individual lots.

ARTICLE V

Assessments

(A) Regular Assessments. The owner of any single-family lot or lots shall be obligated to pay and shall pay unto the Architectural Committee water assessments as set forth in the foregoing Article IV, together with the overhead assessment for maintenance and repair of all of the common ground and recreation facilities, as well as for street maintenance.

(B) The Architectural Committee shall have the power and authority to determine all matters in connection with assessments, including assessments and allocations of costs for maintenance of all common areas, streets and roads, and including the power and authority to determine where, when and how assessments shall be paid to the Committee consistent with this Amended Declaration, and each lot owner shall be required to comply with any such determination. There will be NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

(C) Time For Payments. The amount of any assessment, or other amount payable with respect to any lot shall become due and payable thirty days after notice that such amount shall have been

given by the Architectural Committee to such lot owner, or at such later time as may be specified by the Committee. Any amount shall bear interest at the rate of twelve percent (12%) per annum from the date due and payable.

(D) The Committee shall have a lien against each single-family lot, in order to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of real estate mortgages in the State of Wyoming.

(E) No substantial improvements shall be undertaken in the common areas for the construction of which owners are to be assessed, without the consent of sixty percent (60%) of all owners of a single-family lot.

ARTICLE VI

General Provisions

(A) Enforcement. Declarant and its successors and assigns shall have the sole and exclusive right and authority to enforce compliance with the covenants contained herein. Upon the violation of any covenant, or upon the failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have forty-five (45) 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, Declarant or its successors or assigns, 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 forty-five (45) 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 or otherwise shall in no way effect any other provisions which shall remain in full force and effect.

(C) Amendment and Duration. The covenants and restrictions of this Restatement shall run with, and be binding upon, the land for a term of twenty (20) years from the date this Restatement is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Restatement may be amended at any time by an instrument signed by seventy-five percent

(75%) of the individuals who own lots within the subdivision, and all such amendments must be recorded in the office of the County Clerk of Sheridan County, Wyoming.

(D) Successors and Assigns. The Restatement shall be binding upon and shall inure to the benefit of the Homeowners Association and each owner, and the heirs, personal representatives, successors and assigns of each of them.

IN WITNESS WHEREOF Declarants have executed this Restatement to be effective the day and year first above written.

SHERRI VIEW SUBDIVISION

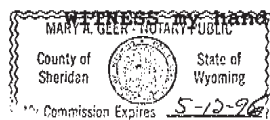
By: [Signature]

Title: PRESIDENT ARCHITECTURAL COMMITTEE

Dated: 10-4-1995

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 4th day of OCTOBER, 1995, by KIM MADDEN, Pres. Architectural Committee of Sherri View Subdivision.



[Signature]
Notary Public

My Commission expires: _____

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EXHIBIT "A"

Real Property Description of Sherri View Subdivision

Refer to Sherri View Subdivision Plat dated June 22, 1979, as recorded in the Office of the Sheridan County Clerk and Recorder, Sheridan County, Wyoming, on the 29th day of June, 1979 in Book 1 of Plats, Page 270, as Instrument No. 768485.