
TEPEE SUMMER HOMES

SUBDIVIDER: Tepee Creek Development Company
Sheridan, Wyoming

DESIGNER: Pilch Engineering & Surveying, Inc.
Sheridan, Wyoming

DECLARATION OF PROTECTIVE COVENANTS FOR

TEPEE SUMMER HOMES

Sheridan, Wyoming

THIS DECLARATION, made this day by TEPEE CREEK DEVELOPMENT COMPANY of Sheridan, Wyoming, hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in Tepee Summer Homes 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 all of the lots, tracts and parcels of land contained in said Tepee Summer Homes,

NOW, THEREFORE, all of the lots, parcels, tracts and portions of said property shall be held, transferred, sold or conveyed by Declarant, or by them contracted to be sold, subject to the conditions, restrictions, reservations and covenants now on record, and 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 for the improvement of the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the Tepee Summer Homes, 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 Tepee Summer Homes, and are as follows:

- (1) All lots in said subdivision shall be known and described as summer and winter recreational lots and will be restricted by all the covenants contained herein.
- (2) No lot shall be used except for summer and winter recreational purposes and no year around occupancy is permitted. No business of any nature whatsoever shall be conducted on said lots. 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, water facilities and other structures for the purpose of family recreation shall be permitted on any lot. Every effort shall be made to keep such structures attractive and concealed from general view to the extent possible.

- (3) No buildings shall be erected, placed or altered on any building lot until the construction plans and specifications and a lot plan shall have been approved by the undersigned owner or its assignee. No fence or wall shall be erected, placed or altered on any site and no substantial changes shall be made in the landscape unless approved by the undersigned owner or its assignee. At the time seventy-five percent (75%) of the lots in Teepee Summer Homes Subdivision shall have been sold and conveyed by the undersigned owner, the purchasers of said lots shall elect an architectural control committee consisting of three lot owner members who shall then replace the undersigned owner as the approving agency for the provisions of these covenants.
- (4) The ground floor (first floor) area of the single family seasonal dwelling, exclusive of porches, carports or garages, shall not be less than 400 square feet for a one-story dwelling. Where a seasonal single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall equal no less than 600 square feet of floor area.
- (5) No dwelling shall be occupied until the exterior construction is entirely completed. All exterior coloring of buildings and roofs must be approved by Declarant or the assigns.
- (6) No structure of a temporary character, trailer, camper, motor home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a seasonal residence either temporarily or permanently. No building material shall be stored on any lot for a period of longer than 90 days unless substantial construction is actually in progress. Mobile homes or trailer homes are expressly forbidden to be brought on any lot for any purposes whatsoever.
- (7) No more than one seasonal residence is permitted on any lot as a principle use.
- (8) 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 - twenty (20) feet.
 - (b) Rear setbacks - twenty-five (25) feet.
- (9) No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any lot; goats, swine, stallions, bulls and rams are expressly forbidden and none shall be kept at any time on any tract for any purposes. Declarants or the Architectural Control Committee's approval is expressly required for the erection and maintenance of buildings for livestock. Family pets limited to one dog or cat per seasonal dwelling may be kept; however, all such animals must be kept under control at all times and not allowed to roam at large. Horses will be allowed to be kept and grazed in the common area of the subdivision only and will not be allowed to be kept or grazed in the cabin area of the subdivision. Declarant or the Architectural Control Committee reserves the right to establish rules and regulations governing the use and maintenance of livestock in the subdivision.
- (10) No portion of any tract 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 removed from the premises on a periodic basis by each lot owner. No open fire for burning trash or refuse shall be permitted.
- (11) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which 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. The discharge of firearms or fireworks on any part of the subdivision is specifically prohibited. Motorcycles, motor bikes, snowmachines and ALL terrain vehicles are allowed, however, Declarant or the Architectural Control Committee reserves the right to establish rules of use for such vehicles.

- (12) The cabin area of the subdivision will be fenced on its perimeter where necessary. Any other fence construction to be placed upon any part of the subdivision must have the approval of the Declarant or the Architectural Control Committee prior to construction.
- (13) 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 approved by the Committee, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered or permitted on any lot.
- (14) There will be no resubdividing of any lot in the subdivision.
- (15) No sewerage disposal system shall be constructed, altered or allowed to remain or used unless fully approved as to design, capacity, location and construction by the Wyoming Department of Environmental Quality and Tepee Creek Development Company. When seventy-five percent (75%) of the lots have been sold the systems must be approved by the Wyoming Department of Environmental Quality and the Architectural Control Committee. All systems shall be installed by the lot owners and must comply with public health standards. Outouses, chemicals and gas, and electric toilets are permitted; however, outhouses must have approved vaults.
- (16) Easements 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, telephone, sewer, water, cable television 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.
- (17) Declarant shall provide a domestic water supply for the subdivision which will consist of a developed spring with storage tank and hydrant facility whereby lot owners can obtain water to be transported to their individual sites. Quarterly or such other time as Declarant may determine, Declarant shall assess each lot in the subdivision for its pro rata share of the cost of operation and maintenance of the system and each lot owner shall pay the assessment within thirty (30) days after its receipt.
- Declarant may further develop adjacent lands in the area and reserve the right to utilize its water sources and supply systems to serve such additional areas. If new areas do utilize the system, all lots or other parcels being served by the system shall likewise be assessed their proportionate share for the cost of maintenance and repair to the system.
- At such time as all lands utilizing the water system shall have been developed, Declarant shall transfer ownership of the system to a non-profit corporation, water district or other entity comprised of the water users, said organization shall assume responsibility for the operation and maintenance of the system.
- The source of supply for the proposed water system is from surface springs located adjacent to this subdivision. Declarant anticipates sufficient water is available for domestic purposes only. Declarant is not responsible if through the acts of God, the source of supply is not available.
- (18) Declarant shall construct all roads which are indicated on the plat within the subdivision. After construction, all costs incurred for maintenance and repair or improvements of the roads shall be shared equally by the adjacent lot owners. Responsibility for such maintenance, repair or improvements as well as the assessment of the costs therefore shall rest in the Declarant or the Architectural Control Committee when established.
- (19) All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.
- (20) The electric utility company will provide for the installation of utilities to a point adjacent to each lot. The owner of each lot shall be responsible for installing the utilities into the seasonal dwelling, said installation to be at the cost of the owner of such lot.

- (21) Elevated tanks higher than ten (10) feet above the ground shall not be erected or permitted upon any lot.
- (22) No towers or radio or television antennas shall be erected on any residential lot. Declarant reserves the right to construct towers exceeding twenty (20) feet for the purpose of providing utilities to the subdivision and operation thereof.
- (23) Each dwelling shall be constructed with adequate off-road parking area for at least two automobiles per residence.
- No parking shall be allowed within the boundaries of any road right-of-way. No trailers, campers, motor or mobile homes, boats, snow-mobiles, snow-mobile trailers or similar vehicles of any kind shall be allowed to be parked on any lot except at the rear portion of the dwelling or in garages or outbuildings appurtenant to the seasonal family dwelling.
- (24) 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. Teepee Creek Development Company or its successor must approve or disapprove all plans for any type of structure to be placed on any lot prior to construction.
- (25) Teepee Creek Development Company hereby reserves to itself, its successors and assigns, perpetual easements across such land in the subdivision, along all easements indicated on the plat. 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, maintenance and operation of the utility systems and the ditches for the proper drainage of all lands or any lots therein.
- (26) All owners of lots or tracts must expressly understand that the Red Grade County Road is a seasonal road and Sheridan County maintains and keeps this road open during the summer months only. No lot owner can use any lot as a place of permanent residence, therefore, cannot request Sheridan County to operate and maintain the Red Grade County Road during adverse weather conditions.
- (27) No garbage or trash cans will be allowed outside of any residence. All such cans must be located where wild animals will not have access to them.
- (28) No open outdoor fireplaces are allowed. All dwelling chimneys must have approved spark arresters. All interior heating systems must be approved by the Declarant or the Architectural Control Committee.
- (29) No lot owner shall disturb any of the terrain or remove any trees without prior approval of Declarant or the Architectural Control Committee. Plans for landscaping, excavation, entry roads and building locations must be submitted, and approved by Declarant or the Architectural Control Committee prior to the beginning of any construction. Soil stability for every building site must be investigated and approved before any construction, excavation, etc., begins. The lot owners must comply with all plans as approved. Any changes of approved plans must be re-approved prior to any construction.
- (30) These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five per cent (75%) of the lots in the subdivision.
- (31) 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 shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to change said covenants in whole or in part has been signed by seventy-five percent (75%) of the then owners of the lots and recorded.
- (32) Owner and its successor shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and to allocate and assess the costs for the improvement, maintenance and repair of all roadways and water system. 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, Owner 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 (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 the owner.

- (33) In the event any one 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.
- (34) 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.
- (35) All tract owners of the Subdivision upon purchase and as a condition of purchase of a tract agree to be members of the Teepee Summer Homes Fire Brigade and will respond to a cry for help in controlling any fire within the Subdivision. The Fire Brigade will have a chief and assistant chief appointed by Declarant or the Architectural Control Committee. The Brigade chief will be responsible for preparing a written fire plan outlining among other things how and to whom to report a fire, location of fire stations, and equipment available. Each and every seasonal dwelling within the Subdivision will be equipped with at least one 10 lb. ABC (multi-purpose) class 4A-40BC UL rated fire extinguisher with metal valves. The extinguisher will be placed inside the seasonal dwelling in a central location. Each cabin owner must visually inspect said extinguisher on a monthly basis while the seasonal dwelling is being occupied. Any extinguisher found to be faulty will be turned over to Declarant or the Architectural Control Committee for immediate repair or replacement.

Initial purchase of the cabin extinguishers shall be the responsibility of the cabin owner. Future maintenance repair and replacement when necessary will be controlled by Declarant or the Architectural Control Committee and cabin owners shall be assessed for these services on an equal-share-of-the-cost-basis.

Each cabin owner shall keep upon their premises the following fire fighting equipment during the summer months (June 21 - September 21): ladder, shovel, rake, axe, and one back pack pump filled with water. These items to be provided at the expense of each individual cabin owner.

In addition to the above fire protection requirements Declarant or the Architectural Control Committee shall be responsible for constructing six fire stations within the cabin area of the Subdivision. These stations are to be of the box type with cover and built to Forest Service specifications. Each of these stations will be equipped with two 20 lb. ABC (multi-purpose) class 10A60 BC (Ansul or Equal) fire extinguishers with metal valves. In addition each station will contain fire shovels and fire picks. Maintenance repair and replacement of this equipment when necessary will be controlled by Declarant or the Architectural Control Committee and the tract owners shall be assessed for these services on an equal-share-of-the-cost-basis.

Maintenance of all fire extinguishers in the Subdivision shall be done annually in accordance with NFPA fire bulletin, Number 10. All maintenance will be done by an accredited NAFED fire equipment inspection firm on an annual written contract basis.

Cabin construction shall conform as closely as possible to guidelines established in National Fire Protection Bulletin No. 224. A copy of which shall be furnished to all tract owners upon purchase of a tract in the Subdivision.

IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Protective Covenants for Teepee Summer Homes" this 26th day of January, 1979.

TEPEE CREEK DEVELOPMENT COMPANY

By Jack E. Pelissier Trustee
By Walter J. Pilch Trustee

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS
PUBLIC

The foregoing instrument was acknowledged before me this 26th day of January, 1979, by Jack E. Pelissier, Trustee of Teepee Creek Development Company.

John W. Sattow
Notary Public

My Commission expires: My Commission expires March 14, 1981

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

The foregoing instrument was acknowledged before me this 26th day of January, 1979, by Walter J. Pilch, Trustee of Teepee Creek Development Company.

Mildred K. Johnson
Notary Public

My Commission expires: January 2, 1983

