

RECORDED FEBRUARY 23, 1978 BK 228 PG 43 NO. 729469 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS FOR

PLEASANT VALLEY

Sheridan, Wyoming

THIS DECLARATION, made this day by Norman and
and Pansy L. Addington
Todd Atter /of Sheridan, Wyoming, hereinafter referred to
as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands
embraced in Pleasant Valley Subdivision which is platted
and of record in the office of the County Clerk and Ex-
Officio Register of Deeds of Sheridan, Wyoming, said
Flat by reference being specifically made a part hereof
in all respects, as if fully set out herein; and

WHEREAS, the Declarant intends to build on all
of tracts in said Pleasant Valley Subdivision,

NOW, THEREFORE, all of the acre tracts 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 Pleasant Valley Subdivision, as an obligation or charge against the same for the benefit of each and every tract therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot in said Pleasant Valley, and are as follows:

(1)

All lots in said subdivision shall be known and described as residential lots and will be restricted by all the covenants contained herein.

(2)

No lot shall be used except for residential purposes and 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 shall be new construction. Necessary buildings, canals, water facilities and other structures for the purpose of residential and family recreation shall be permitted on any lot. Every effort shall be made to keep such structures attractive and painted 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.

(4)

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building material shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

(5)

No more than one residence is permitted on any lot as a principal use.

(6)

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 purpose. A family garden is permissible.

(7)

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 and removed from the premises on a periodic basis by each lot owner.

(8)

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may or may become an annoyance or nuisance to the owner of any other portion of the subdivision.

(9)

Any new fence construction must be as follows: Steel, treated or unpainted posts. If poles, they must be peeled, lumber must be stained or painted. Adequate wire must be used.

(10)

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.

(11)

There will be no resubdividing of any lot in the subdivision.

(12)

No sewage 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 Environmental Quality Department. When seventy-five percent (75%) of the lots have been sold, the systems must be approved by the Architectural Control Committee and the Wyoming Environmental Quality Department. All residence must hook up to public or community sewer if available.

(13)

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, 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.

- (14)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of sixty percent (60%) of the lots in the subdivision.

(15)

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 are recorded, after which time, said 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.

(16)

Declarant shall construct all roads which are indicated on the map within the subdivision. After construction, all costs incurred for maintenance and repair of improvements of the roads shall be shared equally by the adjacent lot owners.

(17)

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

(18)

The electric utility company will provide for the installation of utilities to a point adjacent to each lot.

(19)

Elevated tanks shall not be erected or permitted upon any lot.

(20)

No towers or radio or television antennas higher than twenty (20) feet above the highest roof line of the dwelling house shall be erected on any residential lot. All such towers and antennas must be attached to the dwelling. Declarant reserves the right to construct towers exceeding twenty (20) feet for the purpose of providing utilities to the subdivision and operation thereof.

(21)

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 rights of way. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be allowed to be parked or stored on any lot except at the rear portion of the dwelling.

(22)

Only construction through its appearance that will enhance the environmental surroundings will be allowed. Water storage tank, for fire protection, will be installed when number of homes necessitate the need.

(23)

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. 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 (ten) 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 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 the Owner.

(24)

For the purpose of fire protection, the Owner shall construct a water storage facility with a minimum capacity of 10,000 gallons on the area described as lot 9. The facility will be constructed prior to completion of 10th housing unit. After construction, all cost of maintenance or improvement of water storage facility shall be shared equally by all lot owners.

(25)

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.

IN WITNESS WHEREOF, the Declarant has executed
this "Declaration of Protective Covenants" for Norman and
Todd Atter this 15 day of Feb., 1978.

By Norman T. Atter
Todd Atter
Pansy L. Addington

STATE OF WYOMING)
County of Sheridan) ss.

The foregoing instrument was acknowledged before
me this 15th day of February, 1978, by Norman T. Atter
and Todd Atter and Pansy L. Addington.



Dorothy Heppner
Notary Public
Commission expires: May 9, 1980