

RECORDED AUGUST 6, 1976 BK 216 PG 488 NO. 690934 MARGARET LEWIS, COUNTY CLERK

RESTRICTIVE COVENANT  
AFFECTING  
BIG HORN GRAND VIEW SUBDIVISION

I.

We, the undersigned, ROXY VARCALLI and ANNA J. VARCALLI,  
husband and wife, fee owners of the following described real

property: Tracts 1 thru 8 of the Big Horn Grand View  
Sub-division, being a Sub-division of  
The South 1030 feet of the Southwest  
Quarter, except the East 871.2 feet,  
of Section 28, Township 55 North,  
Range 84 West of the Sixth Principal  
Meridian

are the owners of all lands embraced in that Subdivision to be  
known as BIG HORN GRAND VIEW SUBDIVISION, which addition is  
platted and of record in the office of the County Clerk and  
Ex-officio Registrar of Deeds of Sheridan County, Wyoming,  
hereby make the following declaration as to conditions,  
covenants, limitations, restrictions and uses to which the  
lots, sites, or tracts constituting said Subdivision may be  
put, hereby specifying that said declaration shall constitute  
covenants to run with all of the land, as provided by law,  
and shall be binding on all parties and all persons claiming  
under them, and for the benefit of and limitations upon all  
future owners in said subdivision, this declaration of  
restrictions being designed for the purpose of keeping said  
Subdivision desirable, uniform and suitable in architectural  
design and used as herein specified.

II.

The purpose of these restrictions is to insure the use of  
the property for attractive residential purposes only, to  
prevent nuisances, to prevent the impairment of the attrac-  
tiveness of the property, to maintain the desired tone of the  
community, and thereby to secure to each tract owner the full

benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his tract than is necessary to insure the same advantages to the other tract owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

III.

Said covenants, conditions, restrictions and reservations shall apply to and be forever binding upon the lands comprising the Subdivision except as hereinafter provided. Said conditions are imposed upon said realty as an obligation or charge against the same, for the benefit of each and every tract in said subdivision, and the owner or owners thereof, with the right of enforcement of each and all of said conditions vested in the owner or owners of any one or more of the other tracts in said Subdivision; and similar conditions either have been, or will be imposed upon each and every other tract therein, but are not applicable to Grantor or to any un conveyed tract in said Subdivision.

IV.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 2.5 acres.

V.

No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed, or permitted on the conveyed premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private one-family residence only.

## VI.

Pursuant to a general plan for the protection and benefit of all the property in Big Horn Grand View Subdivision and of all persons who may now or hereafter become owners of any part of the Subdivision, and as part of the consideration for this conveyance, there shall not be erected on any part of the property herein conveyed any building in which shall be carried on any business offensive, noxious, or detrimental to the use of the land in the vicinity of said lots or tracts for private residences, nor shall said land be used for any purpose which might or could create a nuisance.

## VII.

No signs, billboards, or advertising devices, except those used in the sale of this property, shall be placed on any lot or building in said tract.

## VIII.

All improvements and dwellings are to be made and completed substantially in accordance with the plan of development for Big Horn Grand View Subdivision and no building or improvements shall be erected, placed or altered on any tract in said Subdivision until said building plans, specifications, and plot plans showing the location of such building or improvement have been approved in writing by the undersigned owners or their assignee. At the time seventy-five percent (75%) of the lots have been sold in the Big Horn Grand View Subdivision and conveyed by the owners, the purchasers of said lots shall elect an architectural control committee consisting of three (3) members who shall then replace the undersigned owners as the approving agency for the provisions of these covenants.

IX.

No camper, trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

X.

All sewer systems must be approved prior to construction and must comply with public health standards adopted by the State Board of Health.

XI.

All lots, sites, or tracts herein in said Subdivision shall be subject to an easement for utilities. All utilities in the Subdivision will be placed underground unless it is not feasible to do so. The owner of each tract, lot, or site shall be responsible for the entire cost of installing the utility on his property, and whatever other costs the utility company may require for installation and use.

XII.

It is understood that each property owner herein shall have a joint obligation to maintain the irrigation ditches through his property and shall not permit the ditches to become unusable through disrepair, and shall be responsible and subject to all assessments proportioned to his lands.

XIII

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.

## XIV.

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

## XV.

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

## XVI.

No building shall be located on any building plot nearer than fifty (50) feet to the front lot lines, or nearer than fifty (50) feet to an interior building plot line or rear lot line. For the purpose of these covenants, eaves, steps, and open porches shall not be considered as a part of a building.

## XVII.

Dogs, cats or other pets, may be permitted on the various lots, sites, or tracts, however, they must be confined to the property owners' premises and must be on a leash when off the owner's premises. The owners of said pets will be subject to damages for any mischief they might do.

## XVIII.

Invalidation of any one of these covenants by judicial determination or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

## XIX.

It shall be lawful, not only for the said Grantor, his successors and assigns, but also for the owner or owners of any lots, sites, or tracts adjoining or in the Grand View Subdivision hereby granted, who have derived or who shall

hereafter derive title from or through the party of the first part, to institute and prosecute any proceedings, at law, or in equity, against the person or persons violating or threatening to violate this covenant. If legal action must be brought to enforce any of the terms or provisions of these covenants, then the alleged violator shall be liable for all costs and expenses incurred by the owners or committee bringing such action including a reasonable attorney's fee, provided the Court finds against such alleged violator.

These covenants shall remain in full force and effect for the initial period of twenty-five (25) years.

IN WITNESS WHEREOF, the declarants have executed this "Declaration of Protective Covenants for Big Horn Grand View Subdivision" this 1st day of June, 1976.

Roxy Varcalli

Roxy Varcalli, Declarant

Anna J. Varcalli

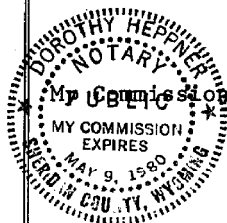
Anna J. Varcalli, Declarant

STATE OF WYOMING       )  
                                  : ss  
County of Sheridan    )

The foregoing instrument was acknowledged before me this 1st day of June, 1976, by Roxy Varcalli and Anna J. Varcalli.

Witness my hand and Official Seal.

Dorothy Heppner  
Notary Public



My Commission Expires: May 9, 1980