

RECORDED OCTOBER 28, 1977 BK 225 PG 127 NO. 721390 MARGARET LEWIS, COUNTY CLERK
DECLARATION OF PROTECTIVE COVENANTS FOR
COUNTRY ESTATES

A Subdivision of Sheridan County, Wyoming

THIS DECLARATION OF PROTECTIVE COVENANTS made this day by the undersigned, being all of the owners of real property located in Country Estates, a Subdivision of Sheridan County, Wyoming, hereinafter referred to as Declarants:

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the Owners of all lands embraced in the Subdivision to be known as Country Estates, a Subdivision of Sheridan County, Wyoming, as the same is platted and of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming, said plat by reference being specifically made a part hereof, in all respects as if fully herein set out; and

WHEREAS, for the purpose of insuring the orderly development of all lands within said Country Estates, a subdivision of Sheridan County, Wyoming, this Declaration of Protective Covenants is hereby made for the specific benefit of the owners and purchasers of lots therein.

NOW, THEREFORE, the Declarants hereby declare that all the lands within Country Estates, a subdivision of Sheridan County, Wyoming, shall be held, sold, conveyed, or reconveyed subject to the following easements, restrictions, covenants and conditions which are for the purposes hereinafter set forth, which shall run with the real property and be binding upon all parties who have any right, title or interest in the described premises, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Said conditions, restrictions, covenants and reservations imposed hereby upon each and every lot or tract in said subdivision are as follows:

1. All lots, tracts or land in said subdivision shall be used for residential purposes only. No business of any nature whatsoever shall be allowed or conducted on the premises. All buildings shall be of single family dwellings, with necessary garage. All buildings shall be of new construction.

2. No buildings shall be erected, placed or altered on any building sites until the construction plans and specifications, and plot plan shall have received the written approval of the owner or their successor, the architectural control committee hereinafter mentioned. The only fencing that will be approved by the owner, or by the architectural control committee, shall be metal cyclone fencing and shall be set back at least twenty-five (25) feet from the front lot line of any plot. Any fences so constructed must be at least six feet away from any easement lines.

3. At the time 75% of the lots, or tracts, in this subdivision have been sold and conveyed by the undersigned owners, the purchasers or owners of said elect shall elect an architectural control committee consisting of not less than three (3) members, who shall then take over the duties of the owners as the agency to approve construction and to enforce the provisions of these covenants.

4. The first or main floor of a one-story single family dwelling, exclusive of porches, carports or garages, shall be not less than 1200 square feet, or if such single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall be not less than a total of 1300 square feet of floor level.

5. No dwelling shall be occupied until the exterior construction is entirely completed, and no structure of a temporary character, either trailer, basement, tent, shack, garage, barn or other outbuilding shall be allowed on said lot at any time as a residence, either temporarily or permanently. No building material shall be stored on any lot for a period of more than ninety (90) days unless substantial construction is actually being carried on.

6. No lot or tract in this subdivision may be re-subdivided and no more than one single family residence is permitted on any lot or tract.

7. No construction, including buildings, porches, carports or garages, shall be constructed within twenty-five (25) feet from the nearest lot line to the nearest wall of

said structure, porch, carport, or garage.

8. No animals of any kind, with the exception of dogs and cats, as family pets, may be raised, bred or kept on any lot or tract. No person shall maintain on any lot or tract more than a total of four (4) dogs and cats, and said dogs and cats must be penned up at all times.

9. No portion of the property in this subdivision shall be used or maintained as a dumping ground for trash, garbage, rubbish or other waste materials. All of such trash, garbage, rubbish or other waste materials shall be kept in sanitary containers and in a clean and sanitary condition. No open fires will be permitted in this subdivision. No owner of any lot or tract in this subdivision may carry on any noxious or offensive activity which may be or may become an annoyance or nuisance to the owner of any other lots in said subdivision. No hunting of any kind shall be allowed in this subdivision, and the discharge of firearms on any part of the subdivision is specifically prohibited.

10. No advertising signs, billboards or other signs shall be permitted with the exception that one "for rent", or "for sale" sign, no larger than six (6) square feet, shall be permitted on any lot, or, an entrance gate sign to identify the owner or occupant of the property, but which sign must be approved by either the owner or its successor, the architectural control committee.

11. The undersigned owner, or the successor, the architectural control committee, shall have the right to vary the limitations provided by these restrictions and covenants to the extent of not more than ten (10) percent of the requirements, and shall have the right to enforce said restrictions and covenants and any amendments thereto covered by this section.

12. The sewerage disposal system allowed on these lots or tracts shall be of the aerobic type, and fully approved as to capacity, design and location by the owner or its successor, the architectural control committee. All such systems shall be installed by the individual tract owner at their own expense

and must comply with the public health standards. In the event that the City of Sheridan, Wyoming, or any other political subdivision in Sheridan County, Wyoming shall construct and install water and sewer lines in and through said subdivision, then the individual owners of lots or tracts shall, at their own expense, immediately construct the necessary sewer and water lines to hook up to said city or political subdivision, water and sewer mains.

13. Easements and rights of way as shown or indicated on the recorded plat are hereby reserved in this subdivision for utility purposes. All utilities in the subdivision will be placed underground, except for the necessary service boxes for said utilities which may be above ground, but will not be installed in an unsightly manner. The utility companies will provide for the installation of utilities to a point adjacent to each tract. The owners of each tract shall be responsible for installing the utilities on their tract, at their own cost.

14. Only new construction will be allowed on the lots or tracts in this subdivision, and on any residence buildings, the front of said building must have at least thirty (30%) percent of the area across the front covered with either brick or stone. Siding must be of wood stained siding and the roof must be of cedar shakes. It is specifically provided, however, that in the event any owner of a tract in this area wishes to construct the storage shed for the purposes of storing garden tools or garden equipment, they may do so providing that the plans and specifications and location are first approved in writing by either the owner of its successor, the architectural control committee.

15. Each owner of any tract or lot in this subdivision must provide for adequate draining across the area where any driveway connects with the main roads in this subdivision.

16. The owner shall construct all roads through the subdivision as the same appear on the maps and subdivision plan. After the original construction, all costs for maintenance and repair, or improvement of said roads, shall be equally shared by adjacent landowners. The responsibility for such maintenance,

repair or improvements, as well as the assessment of costs therefore shall be the right, duty and obligation of the owner, or its successor, the architectural control committee.

17. No parking shall be allowed upon any of the roads in said subdivision and the owner of each lot or tract shall provide necessary off-street parking for at least two motor vehicles per residence, on a prepared area, graveled driveway, paved area, or concrete ramp area. No recreational vehicles shall be parked or stored on any lot or tract in this subdivision unless stored behind the rear building line of the residence constructed thereon.

18. No towers, radio or television antennas shall be constructed to a height of more than twenty (20) feet above the highest roof line of the dwelling house on any residential lot or tract. All such towers and antennas must be attached to the residence.

19. Upon completion of any construction, any areas disturbed thereby, shall immediately be planted with suitable ground cover.

20. The restrictions and covenants herein shall run with the land and shall be binding on all parties and owners of any land in said subdivision, or any persons claiming under them, for a period of twenty-five (25) years from date hereof. Thereafter, said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument shall be executed by at least seventy-five (75%) per cent of the owners of said lots or tracts agreeing to a change thereof. It is specifically provided that these restrictions and covenants may be amended or altered at any time upon the approval of the owner, or owners, of seventy-five (75%) per cent of the lots or tracts in said subdivision.

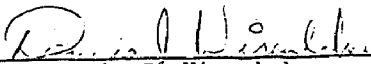
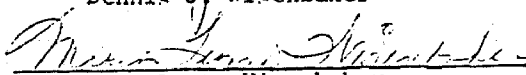
21. The owner, or its successor, the architectural control committee, shall have the sole and exclusive right and authority to determine compliance with the covenants and restrictions contained herein, and to assess and allocate, and collect, the costs of any improvements, maintenance and repair of all roadways.

If the owner, or its successor, the architectural control committee, shall determine that there are any violations of any covenant contained herein, or if any owner of any lot or tract fails to pay any assessments when the same have been determined by the owner, or its successor, the architectural control committee, written notice thereof shall be delivered to the party violating said covenants, who shall have ten (10) days thereafter to correct the violation or to pay said assessment due. If payment is not made, or the violation not corrected, the owner, or its successor, the architectural control committee, may enter the premises and correct said violation. In addition thereto, the owner, or its successor, the architectural control committee, may assess damages against the person so violating said covenants, for failing to pay any assessments, at the rate of Twenty-five (\$25.00) Dollars per day for each day the violation continues after said 10-day notice, or after said failure to pay any assessment. In the event it is necessary for the owner, or the architectural control committee, its successor, to take any court action to collect any assessments due, or to enjoin the violation of any covenants, the party so failing to pay the assessment, or who has violated the covenants, may be assessed, in addition to any judgment out of any Court, or any of the penalties provided herein, shall be liable for all attorney fees and costs incurred by the owners in any such action.

22. In the above covenants and restrictions wherein the words "declarants" or "owner" is used, the same shall be considered to be synonymous.

23. In the event any of the covenants or restrictions contained herein are declared invalid by a Court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Dated this 20th day of October, 1977.


Dennis J. Wisenbaker

Mary Lynne Wisenbaker

Declarants and Owners

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this
20th day of October, 1977, by Dennis J. Wisenbaker and Mary Lynne
Wisenbaker, husband and wife, as Owners and Declarants.

WITNESS my hand and official seal.



Robert E. Holst
Notary Public

My Comm. expires: May 25, 1979