

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
BIG HORN VIEW SUBDIVISION

THIS DECLARATION, made on this 1 day of
Oct., 1974, by RAY C. SMITH and BETTY L. SMITH,
husband and wife, hereinafter referred to as "Declarants",

WITNESSETH:

WHEREAS, Declarants are the owners of certain
real property in the Town of Dayton and County of Sheridan,
State of Wyoming, which is more particularly described in
Exhibit "A" appended hereto and made a part hereof,

NOW, THEREFORE, Declarants hereby declare that
all of the properties described in Exhibit "A" shall be
held, sold, and conveyed subject to the following ease-
ments, restrictions, covenants and conditions which are
for the purpose of protecting the value and desirability
of, and which shall run with the real property and be bind-
ing upon all parties having any right, title or interest
in the described properties or any part thereof, their
heirs, successors and assigns and shall inure to the
benefit of each owner thereof.

ARTICLE I

DEFINITIONS

A) Declarant. Declarant means Ray C. Smith
and Betty L. Smith, their successors and assigns, if
such successors or assigns should acquire more than one
lot from the Declarant for the purposes of development.

B) Real Property. Real property shall mean
all of the real property located in the Town of Dayton

and County of Sheridan, Wyoming, described in Exhibit "A" appended hereto, and known as Big Horn View Subdivision.

C) Plat. The plat means the plat for Big Horn 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) Family Unit. Family unit shall mean any residence occupied by a single family.

F) Mobile Homes, House Trailers. Mobile homes and house trailers shall mean any trailer or semi-trailer which is designed, constructed or equipped as a dwelling place, living abode, or sleeping place, either permanently or temporarily, and is or has ever been equipped to travel on streets and highways.

ARTICLE II

USE AND OTHER RESTRICTIONS

A) 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 Big Horn View Subdivision shall be taken and held to agree and covenant with the owners of said lots with the heirs, successors and assigns to conform to the covenants, restrictions, and stipulations as to the use thereof and

and as to the construction of residence and improvements thereon as provided herein.

B) No lot within the Subdivision shall be used except for single family residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot or lots other than for residential purposes, garages or carports and such other buildings incidental to the residential use which may be permitted by the architectural committee as hereinafter set forth.

C) No residence or other building shall exceed two and one-half stories in height and must contain approximately a minimum of 900 square feet.

D) No residence or other building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than twenty (20) feet to any side street lot line, or nearer than ten (10) feet to an interior property line.

E) Eaves, steps and open porches shall be considered as part of a building; provided, that this provision shall not be construed to permit any portion of a building, eave, step, open porch, or other extension to encroach upon any other lot or easement.

F) No mobile homes shall be placed upon any lot in the Subdivision, and no modular houses may be constructed without first having the plans, specifications and

building materials approved by the architectural committee.

G) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any owner in the Subdivision.

H) No structures of a temporary character, such as mobile homes, trailers, tents, shacks, garages, or barns shall be used on any lot at any time as a residence; provided, that a mobile home or trailer may be used as a temporary residence for a period of one hundred eighty (18) days during construction. With written permission of the architectural committee the period may be extended for an additional ninety (90) days.

I) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

J) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not so kept, bred, or maintained for any commercial purposes. Any and all such household pets shall not be permitted to cause nuisance or annoyance to any other members of the Subdivision and all owners of such animals shall comply with the Ordinances of the City of Dayton regarding

the maintenance, care and control of such animals.

K) No lot within the Subdivision shall be used or maintained as a dumping ground for any rubbish. Trash, garbage or other waste shall be kept in sanitary containers and all such equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of garbage and trash in incinerators is prohibited and measures must be taken to secure any containers against spillage when they are awaiting sanitation service.

L) No signs, billboards, posters, advertising devices of any kind or character shall be erected or displayed upon any of the lots, except signs displayed to identify the occupants of the dwelling or resale signs which shall not exceed six square feet in area.

M) All lot owners shall be required to tap on to the city water and sewer services and no individual water supply system shall be permitted on any lot unless such system shall first be approved by the architectural committee. No private sewage disposal system shall be permitted on any lot.

N) No lot within the Subdivision shall be subdivided.

ARTICLE III

EASEMENTS

Easements for the installation and maintenance of utilities and drainage and other facilities are reserved as shown on the plat. No structure, planting or other

material shall be placed or permitted to remain within such easements which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels in the easements, or which may obstruct in any manner or retard the flow of water through drainage channels. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

A) No residence, building, fence, wall, or other structure shall be erected, placed or altered on any lot within the Subdivision until the plans and specifications showing the location of the structure and the plans for construction have been approved by the architectural committee as to the quality of workmanship and materials, harmony of external design with the existing structures, location with respect to topography, finished grade, elevation, and compliance with the covenants and restrictions contained herein.

B) Until such time as fifty percent (50%) of the lots with the Subdivision have been sold, the architectural control committee shall be composed of Declarants. As soon as fifty percent (50%) of the lots in the Big Horn View Subdivision have been sold and conveyed, the Declarants shall cause a notice of election stating the date, time

and place of election to be sent to the purchaser of said lots who, at the meeting of the lot owners, shall elect a committee consisting of five (5) members, each of whom shall be a lot owner and upon whose election shall replace the undersigned Declarants as the approving agency for the provisions of these covenants and restrictions. Election to the architectural committee shall be annually and upon the death or resignation of any member of the committee, the remaining members shall have authority to designate a successor who shall remain on the committee until the next annual election.

C) Elections to the architectural committee shall be held on the 1st day of March of each year at a meeting called for that purpose. Notice of the meeting shall be mailed by the committee to all property owners within the Subdivision at the address given to the committee's secretary.

D) Each lot within the Subdivision shall have one vote at the meeting and the majority of the lots as represented by the owners thereof at any meeting, may elect the members of the committee.

E) Within thirty (30) days after the plans and specifications for any construction or other matter designated for the architectural committee, said committee shall either approve or disapprove such plans and specifications, which approval or disapproval shall be in writing. In the event the committee fails to approve or disapprove within thirty days, after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the

construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. If plans shall be rejected because of non-compliance with the covenants and restrictions, the reasons therefor shall be stated in writing. The person submitting the plans shall have the right to make application to the committee for review of its decision and may request a variance from the restrictions.

F) The committee shall have full authority to grant variances from these covenants and restrictions up to ten percent (10%) of any requirement; provided, that the owner of the lot seeking the variance from the restrictions must first obtain in writing consent to the variance from those lot owners immediately surrounding the lot in question.

G) No member of the architectural committee shall receive compensation for service on such committee but the committee shall have the right to assess each lot for its pro rata share of the annual expenses incurred by the committee. Assessments shall be due and payable thirty (30) days after notice. Non-payment of any assessment shall result in the amount due being a lien upon the property subject to foreclosure pursuant to the law of the State of Wyoming.

ARTICLE V

AMENDMENT OF COVENANTS AND RESTRICTIONS

These covenants and restrictions may be amended only, changed, or cancelled by a vote of seventy-five percent (75%) of the owners representing seventy-five

(75%) of the lots within the Subdivision.

ARTICLE VI

TERM

These covenants shall run with the land and shall be binding upon all of the parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the owners of the lots have been recorded agreeing to change said covenants in whole or in part.

ARTICLE VII

GENERAL PROVISIONS

A) Enforcement. Declarants and their successors shall have the sole and exclusive right and authority to determine 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 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, Declarants or their successors, may re-enter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the violator. In addition, damages may be assessed


416

against the violator at the rate of \$25 per day for each day the violation continues after the ten 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 Declarants or their successor in bringing such action.

B) Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provision which shall remain in full force and effect.

C) Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Association and each Owner, and the heirs, personal representatives, successors and assigns of each of them.

DATED this 1 day of Oct, 1974.


RAY C. SMITH - Declarant


BETTY L. SMITH - Declarant

STATE OF WYOMING)
County of Sheridan) ss.

The foregoing instrument was acknowledged before
me this 1 day of Oct, 1974, by Ray C. Smith
and Betty L. Smith, Declarants.

WITNESS my hand and official seal.



Ruth E. Middleton
Notary Public

My Commission expires: May 12, 1975.

EXHIBIT "A"

The following real property is covered by the
foregoing covenants and restrictions:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
24, 25, 26, 27, 28, 29, 30, 31 and 32 of the
Big Horn View Subdivision, Sheridan County,
Wyoming.