

509903 DECLARATION OF COVENANTS
BOOK 464 PAGE 0047
RECORDED 06/03/2005 AT 03:00 PM
AUDREY KOLTiska, SHERIDAN COUNTY CLERK

DECLARATION OF COVENANTS

SSR Construction, Inc., a Wyoming corporation (herein "Declarant"), hereby declares that all of the real property owned by it and described as: Lots 9, 10 and 11, Block 2; Lots 1, 2, 3, Block 5; Lots 1 through 8, Block 4; Lots 1 through 16, Block 1; and that portion of the vacated Heald Street north and adjacent to Lot 1, Block 5 (which shall be considered a separate parcel and defined as a "Lot" for purposes of these Covenants), all in Mountain View Addition, to the Town, now City of Sheridan, Sheridan County, Wyoming (herein collectively referred to as the "Property" and each said lot referred to herein as a "Lot"), shall be subject to the express covenants, conditions, restrictions and easements (herein "Covenants"), as set forth hereinafter:

1. **REAL PROPERTY AFFECTED/ LOTS DEFINED.** These Covenants shall apply to all that land described above. Declarant acknowledges that only 30 of the lots in said Mountain View Addition and said portion of the vacated Heald Street are owned by it, and these Covenants shall apply only to each and every Lot owned by Declarant described above.

The record owner of each Lot, whether one or more individuals or entities, shall be referred to herein as the "Owner". Each Owner, whether a person, corporation, cooperative, or other entity that who shall hereafter acquire any interest in or too a Lot or Lots agree by taking title to each Lot with owners of said Lots, and their heirs, successors, and assigns to conform to these Covenants.

2. **DECLARANT'S INTENT/GENERAL PURPOSE OF COVENANTS.** Declarant intends to sell each Lot and makes these Covenants with the intent of creating restrictions of record on the Lots and the Property to ensure that each is developed in a desirable, attractive, beneficial, valuable and suitable manner with an appropriate design, use of materials and appearance appropriate for a residential neighborhood.

3. **USES OF LOTS.** Each Lot described above shall be used only for residential purposes.

4. **CONSTRUCTION.** Each building constructed on a Lot shall be constructed as a residential dwelling and associated structures, and all such construction shall be of good quality and appearance and the exterior of all construction shall harmonize with the existing structures constructed on the Property and each Lot therein.

Each building on a Lot shall be constructed of new quality materials and shall be either: (i) new stick-built construction or (ii) good quality new modular and/or manufactured homes meeting the City of Sheridan code requirements. No home constructed or placed on a Lot shall be less than 960 square feet of heated finished living area.

5. **TEMPORARY STRUCTURES/OUTBUILDINGS.** No structure of temporary character, including but not limited to trailers, basements, tents, garage, barn or such

other buildings, shall be built or moved onto any Lot at any time and used as a residence or building, either temporarily or permanently with the exception of temporary structures for construction purposes. Carports constructed of plastic, canvas or other non-permanent materials are not allowed. Portable, non-metallic carports are allowed. No building materials shall be stored on any Lot for a period of longer than 90-days, unless substantial construction of a residence is in progress, except for limited maintenance purposes to be stacked in a neat organized manner not to be a nuisance to neighboring Lot owners.

6. **EXTERIOR LIGHTING.** Only standard lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent such lighting from shining onto or at the adjacent public roads and/or Lots.

7. **ANIMALS.** No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis on any Lot. No kennels, boarding or breeding facilities may be maintained on any Lot. No swine, cattle, sheep, goats or other livestock shall be kept on any Lot. Any dog, cat or other pet which may be kept by an Owner shall be controlled by the Owner thereof so that it shall not become a nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling or in a fenced yard on the Lot. No more than two (2) dogs and (2) cats may be kept as pets by any Owner. Owner shall clean up feces or defecation left by pets and shall be responsible for damage caused by pets. Owner shall prevent dogs from creating a barking nuisance or any other nuisance. Any pet may be required to be removed from Mountain View Addition after three documented complaints to the City of Sheridan Animal Control Officer.

8. **NO NUISANCE.** No noxious, dangerous or offensive activity shall be carried on within the Property or on any Lot, nor shall anything be done or permitted which shall constitute a public nuisance thereon, including but not limited to building, modifying or maintaining race cars, atv's, snow mobiles or any other motorized vehicle shall be carried on any Lot. Nor shall anything be done which may constitute an annoyance or nuisance to any other Owners within the Property or any Lot.

9. **LANDSCAPING, YARD CARE OF LOT/TRASH.** Each Lot shall be landscaped within one hundred eighty (180) days from the date the home constructed thereon is occupied. "Landscaping" shall include, at a minimum, the final finished grading being completed and grass in place covering the entire yard (ie., front, back and side yards) which is not otherwise landscaped by planting beds or similar landscaping features. Each Lot shall be kept free from weeds, underbrush and shall at all times be kept in a clean, well-manicured condition.

Each Lot, and all improvements thereon, shall be kept by the Owner in a sanitary, healthful, safe and attractive well-kept condition at all times. The accumulation of garbage, trash, rubbish or debris of any kind shall not be permitted, and all such items shall be kept in City-approved sanitary containers. All yard equipment, woodpiles, storage piles and trash containers shall be screened so as to not be visible from any public

street. Each Lot shall keep the improvements constructed thereon in good condition and repair, free from unsightly defects or otherwise in a state of disrepair.

10. STORAGE OF AUTOMOBILES, BOATS, TRAILERS, OTHER VEHICLES/EQUIPMENT. Only motor vehicles capable of being moved on their own power shall be stored on any Lot. All automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, and any such other equipment or machinery of any kind, much be licensed and insured and shall not be parked on any street. All such vehicles shall be parked on a paved surface on a Lot or within a garage on the Lot.

11. ENFORCEABILITY. If any person/entity shall violate or threaten to violate any of these Covenants, then these Covenants may be enforced by any Owner of any Lot in the Property; provided however, these covenants shall not run to the benefit of any other third party not an owner of a Lot affected by these Covenants. If an owner of any lot is required to take action to, and is successful in, enforcing these Covenants, they shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with their enforcement hereof, whether such enforcement require litigation or not, and such other damages as may be determined for such violation.

12. SEVERABILITY. Invalidation of any one of the provisions set forth in these Covenants, by judgment or court order, shall in no wise affect any other provisions herein which shall remain in full force and effect.

13. NON WAIVER. Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

14. AMENDMENT/TERMINATION OF COVENANTS. The covenants and other agreements made herein shall not be amended, waived, abandoned, terminated, altered or revoked except by the written approval of at least Eighty Five Percent (85%) of the lots comprising the Property properly voting for such (that is, there are 31 Lots (which includes said vacated Heald Street parcel) making up the Property, with 85% thereof being at least 27 said Lots being required for such action).

15. EFFECT AND DURATION OF COVENANTS. These Covenants shall be for the benefit of and binding upon each and every portion of the Property and upon each Owner of each portion thereof, his successors, heirs and assigns and shall run with the land. These Covenants shall remain in full force and effect for twenty (20) years from the date this instrument is executed, at which time these Covenants shall be automatically extended for five successive terms of ten years each thereafter, unless otherwise properly amended, altered or revoked as provided herein.

Executed and made effective this 2 day of May, 2005.

June

SSR Construction, Inc., a Wyoming limited corporation

BY: Brett Sayer
Brett Sayer, Shareholder/Officer

BY: Annetta Sayer
Annetta Sayer, Shareholder/Officer

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN) *mc*

On the 2nd day of May, 2005, the foregoing Declaration was acknowledged before me by Brett Sayer and Annetta Sayer, who appeared before me and was personally known to me, and who, being by me duly sworn, did say that they were the sole Shareholders and Officers of SSR Construction, Inc., a Wyoming corporation, and that said Declaration was signed on behalf of said Corporation by proper authority and acknowledged said Declaration to be the free act and deed of said Corporation.

GIVEN under my hand and notary seal the day and year first above written.

Marjorie L. Carter
Notary Public

My Commission Expires: 9/7/2006

