

RECORDED FEBRUARY 5, 1979 BK 237 PG 542 NO. 756553 MARGARET LEWIS, COUNTY CLERK  
DECLARATION OF PROTECTIVE COVENANTS FOR PARKER DRAW

This Declaration is made by CACHE ASSOCIATES, a partnership, with principal offices at Sheridan, Wyoming hereafter referred to as "Declarant".

The Declarant is the owner of all lands embraced in the subdivision known as Parker Draw which is platted and of record in the office of the County Clerk and Ex-Officio Registrar of Deeds of Sheridan, Wyoming. This plat is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as is fully set out herein.

The Declarant intends to sell all of the lots, tracts and parcels of land contained in Parker Draw.

All of the lots, parcels, tracts and portions of this subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire subdivision and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and each and every parcel of land therein. These covenants shall be binding on all owners of land in this subdivision and their successors in interest, regardless of how that interest is acquired. This includes among others, adverse possessors, lessees and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of Parker Draw.

It is the intention of the Declarant that the lands located in this subdivision shall be developed and maintained as highly desirable rural residential area. The purpose of the following covenants is that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this Declaration.

These covenants are imposed upon the lands comprising the Parker Draw as an obligation or charge against the same for the benefit of each and every lot and tract in the subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right to enforce the following covenants which are imposed upon each and every lot and tract in this subdivision.

#### Residential Restrictions

1. All tracts and lots shall be used only for residential and family recreational purposes.
2. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of or in connection with the lands in this subdivision nor shall such lands in any way be used for other than strictly residential and family recreation purposes.

#### Single Family Residences

3. All buildings erected on any subdivision lot shall be a detached single family dwelling with necessary garage or outbuildings. The principal residence shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces and garages of nine hundred (900) square feet.

#### Set Back Lines

4. All buildings shall be located at least 100 feet from the front lot line and at least 75 feet from the interior and rear lot lines of the building lot. For the purposes of these covenants, eaves, steps and open porches shall not be considered as a part of a building; provided, however, this covenant shall not be construed to permit any portion of a building on a building lot to encroach upon another building lot.

#### Mobile Homes

5. A mobile home is defined as a living unit manufactured with an integral towing device or wheels. If the unit is manufactured with an integral towing device or wheels, it does not lose its status as a mobile home by the removal of the device or the wheels. Mobile homes shall not prevent the parking and temporary, occasional use of a camping trailer in the subdivision as long as the trailer is not used as a permanent residence.

#### Tanks

6. Swimming pool filter tanks, fuel oil tanks and similar tanks which may be visible from the street shall be enclosed, buried or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts.

#### Intent of Domestic Water and Waste Water Protective Covenants

7. Declarant intends by these covenants to prevent any activities and exclude any structures which might impair the quantity and quality of ground water available to the owners of lots in the subdivisions. Therefore, pollution or contamination of the ground water supply is prohibited.

#### State Regulations

8. State regulations governing domestic water supplies and waste water disposal systems shall control when they are more severe than the requirements imposed by Declarant or its successors in interest.

#### Location of Water Wells and Waste Water Disposal Systems

9. Water wells and waste water disposal systems shall be no closer together than one hundred (100) feet. Water lines and sewer lines shall not pass under or through a foundation wall closer than twenty (20) feet from each other. Wells and waste water disposal systems shall be located at least one hundred (100) feet from all property lines.

#### Domestic Water System

10. Water wells and domestic water supplies shall be constructed so as to comply with the current specifications established by the State Engineer, the State Department of Environmental Quality and the Department of Health and Social Services or their successors.
11. As a general rule, pitless adaptors must be used on all wells, and all pumps drawing water from the wells shall be of the submersible type. However, Declarant or its successors in interest may approve and allow different pumping system designs or equipment.

# Waste Water Disposal System

12. All sewer systems must be approved by the undersigned owners, or its successors, prior to construction and must comply with Public Health Standards. All sewer systems shall be placed a minimum of one hundred (100) feet from any property line. All sewer system construction must be inspected and approved by the undersigned owners or its successor in interest prior to covering. At any time that a central sewer system should become available to the Parker Draw area, all tract owners in the subdivision will be required to convert and subscribe to that service.

## Inspection and Enforcement of Domestic Water and Waste Water Disposal System Covenants

13. The Department of Health and Social Services or its successors shall have a right to inspect the domestic water and waste water disposal systems at any time. If the Department determines that corrective measures must be taken to comply with state laws and regulations and to protect the public health, it shall give the property owner notice directing him to correct the violation. If the violation is not corrected, the Department, Declarant or its successor may take possession of the violator's premises and correct the violation. The property owner will be liable for all costs of the necessary corrective measures, and in the event suit is required to collect these sums, the property owner shall also be liable for all attorneys' fees and costs incurred in bringing an action to enforce this obligation.
14. Declarant has developed a central domestic water system for tracts 1 through 20 and may at its option provide an additional system which will service lots 21 through 37. Declarant has also established the Parker Draw Improvement District which district was established December 27, 1978 and encompasses all the lands within the Parker Draw Subdivision. At such time as said Parker Draw Improvement District is fully organized Declarant shall set over the ownership and control of all existing water facilities utilized with the said domestic water system, including wells, reservoirs and other storage facilities, distribution lines, pumps and pressure systems as well as all such additional systems as may hereafter be created by declarant as set forth herein. Declarant however, reserves the right to connect at its option the system it may install for tracts 21 through 37 to the existing system serving tracts 1 through 20. Declarant further contemplates future development within the area and reserves the right to utilize these water sources and supply systems to serve such additional area, providing adequate water is available for said additional users and provided further that such additional areas are included within 5 years from the date hereof without any additional costs to the Parker Draw Improvement District. As new areas are added, all new lots or parcels being served by the water system shall likewise be assessed their proportionate share of the installation costs, maintenance and repair to the system. Declarant or its successor further reserves the right to interrupt the water service to any tract owner in order to conduct repairs and improvements to the system or in the event any lot owner fails to pay its assessment as herein provided. It shall be mandatory for each tract owner to utilize the central water system or sewer system, if provided, and shall connect to it at their earliest practical time after said central system may be provided. Additional irrigation wells may be developed at the option and expense of each owner.

The water, so provided, shall be limited to the use of each tract owner providing household water for one residence to each tract, watering of livestock, yard and garden irrigation with a maximum land area of 10,000 sq. ft. for such purposes. Declarant or its successor may, from time to time, regulate the use of such water to insure an adequate supply for all users in the subdivision.

The lands owned by Declarant in Parker Draw Subdivision include 143 acres that have an adjudicated water right for irrigation of said lands. Said water is delivered to the lands for distribution through the Peralto ditch with said carrying capacity in said ditch provided under 2 shares of capital stock. Said stock is to be held in the name of the Declarant or its successor and delivered to each tract on a pro-rated basis as each acre of adjudicated filing bears to the total appropriation for Parker Draw Subdivision Lands. Said Peralto water is to be delivered to each tract having lands with adjudicated water priority by gravity flow ditch. Therefore, the right of ingress and egress for such ditches shall be a right of each tract owner, allowing said water rights to be distributed across a tract of another, whenever necessary. In such instances, all ditches shall be put on grade so that they do not cause serious erosion. In those instances where it is necessary to run it down a steep grade, a cement ditch or enclosed pipe shall be provided.

Declarant or its successor, supported by a two-thirds majority of the tract owners, may in future elect to establish a central irrigation system. The water would be delivered under pressure through plastic or metal conduit and the lands with appropriated water would be irrigated by sprinkler system. In such instance all irrigation ditches in the subdivision would be eliminated and the area designated for utility right-of-way would be utilized for distribution.

Declarant or its successor shall assess each tract owner in the subdivision on a quarterly basis, or such other time as declarant or its successor may determine, for its pro-rata share of expense in operation and maintenance of the domestic water and irrigation system and including the Peralto Ditch Co. assessments, involved in the proper maintenance of said systems. Said assessments are to be paid within 30 days of their receipt.

15. If in the future, the present water supply furnishing water for the domestic water system should diminish or it is otherwise determined by a majority of the tract owners participating in the domestic water system of the subdivision that additional water is needed, the following procedures shall be followed in determining where the new well or wells shall be located. After said location is determined the right to drill thereon shall automatically be granted as follows, to-wit:
  1. Exploratory drilling in the common area shall first be utilized.
  2. If adequate water is not found thereon, exploratory drilling within the street and utility rights-of-way along tract lines.
  3. In any of the remaining area of the subdivision that a two-thirds majority of the voting members of the subdivision vote to drill at. In such instance, the owners of the area so involved shall be reasonably compensated for the damages resulting from the drilling and development of said well.
16. Tracts 38, 39, 40, 41 and 42 shall not be involved or be a member of the Parker Draw Domestic Water System. If any one of the above tract owners should desire to join this system, they shall give written notice to the Declarant or its successor. Upon receipt of said notice Declarant or its successor shall have 15 days to reply to said applicant. In case of acceptance

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a fee based on satisfactory re-imbursement for his pro-rata share of the cost of installation of the original project shall be determined allowing the applicant to tap on to the system. If satisfactory, the additional costs of installation shall be borne by the applicant.

#### Approval of Building Plans

17. Residences, buildings, fences, walls, exterior lighting facilities, domestic water or waste water disposal systems or other structures may be constructed, replaced or altered on any lot within the subdivision only after the plans and specifications showing the location of the structure and the plans for construction have been approved by the Declarant or its successor in interest as to the quality of workmanship and materials, harmony of colors to blend with surrounding area and specifically disallowing bright, shiny metallic-type external finish and harmony of external design with the existing structures, location with respect to topography, finished grade, elevation and compliance with the covenants contained herein.
18. Within forty-five (45) days after receiving these plans, the Declarant or its successor in interest shall either approve or disapprove in writing such plans and specifications. In the event the Declarant or its successor in interest fails to approve or disapprove in such period of time, after the plans have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with. If the plans shall be rejected because of noncompliance with the covenants and restrictions, the reasons therefore shall be stated. The person submitting the plans shall have a right to make application to the Declarant or its successor in interest for review of its decision and may request a variance from the restrictions.
19. During the course of construction of any structure or system, Declarant or its successor in interest shall have the right to inspect any structure or system prior to covering.
20. Commencement of any construction before approval has been given by Declarant or its successor in interest will be a violation of these covenants.

#### Subdivision

21. Re-subdivision of any tract in Parker Draw shall be prohibited. An individual land owner in Parker Draw can petition a city or municipality to annex each of their individual lots in Parker Draw. If any lot in Parker Draw is annexed, then the lot in the Subdivision can be subdivided.

#### Restricted Uses

22. Animals, livestock and poultry may be kept, raised and bred only for family use and enjoyment. All livestock shall be confined by a fence, corral or enclosure which is sufficient to restrain them.
23. Owners of land in the subdivision shall follow proper land management procedures to prevent overgrazing or erosion of the soil. The Declarant or its successor in interest shall have the exclusive right to determine when overgrazing or erosion is threatened by the acts of property owners. If the Declarant or its successor in interest determines grazing or erosion is threatened, it may order the property owner to limit or cease his activities. Failure to obey such an order will be a breach of this covenant.



24. The use of any portion of Parker Draw as a dumping ground for rubbish, trash, garbage and other waste is prohibited. Trash, garbage and other wastes shall not be allowed to accumulate and shall be kept in sanitary containers. All incinerators or other equipment for storage disposal of such material shall be kept in a clean and sanitary condition.
25. The accumulation of machinery, equipment or used motor vehicles is prohibited.
26. Signs of any kind may be displayed to the public view only after approval by the Declarant or its successor in interest, except the Declarant may display without limitation any signs necessary to advertise the property during construction and sale of the land.
27. Excavation for stone, gravel or earth on any lot is prohibited. Excavation for construction purposes is permitted but only after construction has commenced and during the construction period. The Declarant reserves, for the construction period, the right to remove stone, gravel or earth for construction and maintenance of roads in the subdivision.
28. All lands, buildings and structures shall be maintained and kept in good repair.

#### Easements, Utilities, Roads and Common Areas

29. Declarant hereby reserves to itself, its successors and assigns, perpetual easements across such land in the Parker Draw along all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the land owners across which the water flows) for the purpose of construction, maintenance and operation of the ditches for proper irrigation and drainage of all meadow lands of any lots or any tracts therein. Declarant similarly reserves to itself, its successors and assigns, the rights to irrigate and go on all such lands at all reasonable times for the purposes of preserving and maintaining the natural beauty.
30. Easement and right-of-way of fifteen (15) feet on each side of the property lines of the original lots of the subdivision are hereby reserved for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi-public utility service purposes, together with the right of entry at any time for the purpose of further construction and repair.
31. All utilities which are originally delivered underground shall be continued underground. The owner of each tract shall be responsible for installing the utilities in their tract. The installation will be at the expense of the owner of each tract.
32. All roads within the subdivision are to maintained, improved and repaired when necessary by all tract owners who have a boundary fronting on a subdivision road or who use said roads for access to their tract. State highway or county roads are excluded. Each title holder of a tract or a re-subdivided tract shall be a separate owner. The cost shall be born equally by these tract owners. The Declarant or its successors in interest shall have the exclusive right to determine when roads are in need of maintenance and repair and the exclusive right to determine which owners use the road for access to their tracts. In the event any road within the subdivision is willfully or negligently damaged in any way by any tract owner or any other person acting at the request of a tract owner then and in that event such tract owner shall be liable for any repairs caused thereby the costs of which may be collected by the Declarant or its successors as provided in paragraph 46.

### Control and Guidance of Common Area

33. The Parker Draw Improvement District or an architectural committee in the event the Improvement District is not organized and functioning shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of the common areas, roadways and irrigation facilities. Without limiting the generality of the foregoing, said obligations shall include the keeping of such common property and improvements thereon in good, clean, attractive and sanitary condition, order and repair; keeping the project safe, attractive and desirable; and making necessary and desirable alterations, additions, betterments, improvements to or on the common areas, roadways and irrigation facilities.
34. The Improvement District or its successor shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the common property to assure equitable use and enjoyment by all persons within the subdivision.
35. Regular Assessments. The owner of a single family lot or lots shall be obligated to pay and shall pay unto the Improvement District or its successor the overhead assessment for maintenance and repair of all of the common ground and recreation facilities. The assessment shall be determined by dividing the costs equally among each lot.
36. Time for Payments. The amount of any assessment, or the other amount payable with respect to any lot, shall become due and payable thirty (30) days after notice that such amount shall have been given by the Improvement District to such lot owner, or at such later time as may be specified by the District. Any amount shall bear interest at the rate of twelve (12%) percent per annum from the date due and payable.
37. No substantial improvements shall be undertaken in the common areas (such as construction of tennis courts, swimming pools or recreational buildings) for the construction of which owners are to be assessed without the consent of sixty-five (65%) percent of all owners of lots.
38. The assessments levied by the District on shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties and Members of the District and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Area, roadways and irrigation facilities, including, but not limited to the payment of taxes, assessments and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

### Transfer of Approving Authority

39. At such time as the Parker Draw Improvement District is fully organized and operational, such district shall replace Declarant as the approving agency for the provision of these covenants. In the event the Improvement District ceases to exist for any reason then at such time as 90% of the original lots in the Parker Draw Subdivision have been sold and conveyed by the declarant, the owners of the lots in the Subdivision shall elect an Architectural Control Committee consisting of 3 members and shall replace the Declarant and/or the Improvement District as the approving agency for the provisions of these covenants. The Declarant shall maintain the authority to approve all building plans, location and orientation of homes for three years after all the tracts have sold in Parker Draw.

40. In the event an Architectural Control Committee is formed it shall be done as follows: The members of the Architectural Control Committee must be owners of tracts in the subdivision. The three nominees receiving the most votes shall serve as members of the committee. Each lot owner shall be entitled to one vote in these elections. Joint Owners of a lot shall only have one vote, and if a person owns more than one lot, he will still have only one vote.
41. Elections for the Architectural Control Committee shall be annually, and upon the death or resignation of any member of this committee, the remaining members shall have authority to designate a successor who shall remain upon the committee until the next annual election. Elections to the Architectural Control Committee shall be held on the first day of March of each year at a meeting called for that purpose. Notice of the meeting by the committee shall be mailed to all property owners within the subdivision at the address given to the committee.
42. The members of the committee shall elect a chairman who may also serve as secretary unless another member shall be designated as such. In any event, the secretary shall keep minutes of all proceedings and actions taken by the committee and shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee may formulate its own rules and regulations before the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by majority vote. In the event of a deadlock in the Architectural Control Committee, the question shall be resolved by a vote of the owners of all lots in the subdivision.
43. The Parker Draw Improvement District shall be organized in accordance with the Statutes of the State of Wyoming and the By-laws adopted by the District.

#### Modification and Amendment

44. The Declarant or its successor, when constituted, shall have the right to vary the limitations provided by these restrictions and covenants, except the covenants concerning domestic water and waste water disposal systems, to the extent of ten percent (10%) of the requirements and shall have the right to enforce these covenants.
45. Once ninety percent (90%) of the original lots in this subdivision have been sold, these restrictions and covenants, except the covenants concerning domestic water and waste water disposal systems and approval of building plans by the declarant, may be amended or altered at any time upon the approval of the owner or owners of eighty percent (80%) of the lots in Parker Draw.

#### Enforcement

46. Declarant and, when constituted, the Improvement District or its successor shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs for the improvement, maintenance and repair, of all roadways, common area and irrigation facilities. Upon the violation of any covenants 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 (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not corrected or payment is not made, Declarant or successor may re-enter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at a rate of Twenty-five Dollars (\$25.00)



per day for each day the violation continues after the ten day's 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 the Court, shall be liable for all attorneys' fees and costs incurred by owner or its successor in bringing such action. The aforesaid powers are in addition to and shall not be deemed to limit in any way the powers of an Improvement and Service District, such as the Parker Draw Improvement District, as provided by the statutes of the State of Wyoming.

47. The Declarant and, when constituted, the Parker Draw Improvement District or its successor shall have a lien against each lot to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming. This lien shall be in addition to and shall not be a limitation of the powers granted onto the Parker Draw Improvement District as a Service and Improvement District under the laws of the State of Wyoming.

#### Duration

48. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty percent to repeal or amend these covenants.

#### Severability

49. In the event any one of the covenants, restrictions or remedies contained herein is invalidated by a judgement or court order, the remaining provisions and remedies shall remain in full force and effect.

IN WITNESS WHEREOF, The Declarant has executed this "Declaration of Protective Covenants" for Parker Draw this 5<sup>th</sup> day of June, 1979.

[Signature] /s/ Parker Draw  
[Signature]  
[Signature] By: Steven D. Canoll  
 Trustee  
[Signature]

Acknowledged June 5<sup>th</sup>, 1979, before Elaine E. Egan  
 Notary Public in and for the State of Wyoming, County of Sheridan.

Commission expires January 7, 1981

