

DECLARATION OF PROTECTIVE COVENANTS FOR PARKER DRAW

This Declaration is made by Parker Draw Improvement and Service District, P.O. Box 532, Big Horn, WY 82833, hereafter referred to as "Declarant".

All of the lots, parcels, tracts and portions will be 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 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.

Parker Draw Improvement and Service District is governed by the following officers: president, vice president, and secretary/treasurer. These officers are elected at the annual Parker Draw Improvement and Service District meeting. Each officer is elected for a three (3) year term. The nominees receiving the most votes shall serve as board members and officers. Each lot owner is entitled to one (1) vote in these elections. Joint owners of a lot have only one (1) vote, and if a person owns more than one (1) lot, he/she still has only one (1) vote.

It is the intention of 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 land in any way be used for other than strictly residential and family recreational purposes. Variances to this covenant may be granted by Declarant.

SINGLE FAMILY RESIDENCES

3. All buildings erected on any subdivision lot shall be detached single family dwellings with necessary garage and/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 fifty (50) feet from the front lot line and at least fifty (50) feet from the interior and rear lot lines of the building lot. For the purpose 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. Variances to this covenant may be granted by Declarant.
5. The maximum building height shall be twenty-six (26) feet. No portion of any building shall exceed twenty-six (26) feet above the finished grade.

6. Antenna heights shall not exceed thirty-five (35) feet.

MOBILE HOMES

7. Mobile homes will not be permitted as a permanent structure. A mobile home is defined as a living unit manufactured with an integral towing device or wheels. Mobile homes shall not prevent the parking and temporary, occasional use of, a camping trailer in the subdivision.

INTENT OF DOMESTIC WATER AND WASTE WATER PROTECTIVE COVENANTS

8. 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

9. State regulations governing domestic water supplies and waste water disposal systems shall control when they are more severe than the requirements imposed by Declarant.

LOCATION OF WATER WELLS AND WASTE WATER DISPOSAL SYSTEMS

10. 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

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

INSPECTION AND ENFORCEMENT OF DOMESTIC WATER AND WASTE WATER DISPOSAL SYSTEM COVENANTS

13. The Department of Environmental Quality, 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 or Declarant, 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 water system for tracts one (1) through twenty (20) and may, at its option, provide an additional system which will service lots twenty-one (21) through thirty-seven (37). Parker Draw Improvement and Service District has ownership and control of all existing water facilities utilized with said 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. The well may be used for purposes of irrigation as Declarant filed it as miscellaneous uses. Lots one (1)-twenty (20) will share the cost of the maintenance and repairs of the well. Declarant may regulate the usage of water in times of drought.

Declarant 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.

IRRIGATION SYSTEM USAGE

15. Individual lots shall be limited to the water valves not to exceed one and a fourth (1 1/4) inch in downstream orifice diameter from the jointly owned irrigation system. It will be the lot owner's responsibility to install and maintain its risers and valves. It will be the lot owner's responsibility to comply with rules concerning use and operation. Any intentional misuse of the irrigation system and its water or noncompliance with the subdivision rules regarding the system will result in the loss of water to that lot.
16. Flood irrigation is prohibited.
17. In times of water shortage, Declarant will schedule or limit irrigation water usage.

APPROVAL OF BUILDING PLANS

18. 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 Architectural Control Committee (see covenant 38) as to the quality of workmanship and materials, harmony of colors to blend with surrounding area. This covenant specifically disallows bright, shiny, metallic-type external finish. The location of the buildings with respect to topography, finished grade, elevation shall be harmonious with existing structures and compliant with the covenants.
19. Within thirty (30) days after receiving these plans, the Architectural Control Committee shall either approve or disapprove, in writing, such plans and specifications. In the event the Architectural Control Committee fails to approve or disapprove in such a 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 in full compliance. 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 Architectural Control Committee for review of its decision within thirty (30) days and may request a variance from the restrictions.

Upon approval by the Architectural Control Committee construction must begin within one (1) year. If construction has not begun, plans must be resubmitted to the Architectural Control Committee.

20. During the course of construction of any structure or system, the Architectural Control Committee shall have the right to inspect any structure or system prior to covering.
21. Commencement of any construction before approval has been given by the Architectural Control Committee will be a violation of these covenants.

SUBDIVISION

22. 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 on Parker Draw. If any lot in Parker Draw is annexed, then the lot in the subdivision can be subdivided.

RESTRICTED USES

23. 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.

24. Owners of land in the subdivision shall follow proper land management procedures to prevent overgrazing or erosion of the soil. Declarant shall have the exclusive right to determine when overgrazing or erosion is threatened by the acts of property owners. If Declarant determines grazing or erosion is threatened, it may order the property owner to limit or cease his/her activities. Failure to obey such an order will be a breach of this covenant.
25. 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 waste 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.
26. It shall be a violation of this covenant to conduct a use or activity which generates noise, dust, odors, discharge, litter, or any other material or by-product which meets any one of the following: substantially detracts from the character of the surrounding neighborhood; substantially reduces an individual's enjoyment or use of his or her property in a manner reasonably expected based on current zoning; is contrary to health, safety and welfare of neighboring property owners. Further, property must be kept in good repair.
27. Permanent signs of any kind may be displayed to the public view only after approval by the Architectural Control Committee.
28. 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.

EASEMENTS, UTILITIES, ROADS, AND COMMON AREAS

29. Declarant hereby reserves perpetual easements across land in 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 drainage of all meadow lands of any lots or any tracts therein. Declarant similarly reserves the rights to irrigate and to go on all 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 his/her tract. The installation will be at the expense of the owner of each tract.
32. All roads within the subdivision are to be maintained, improved and repaired when necessary by all tract owners. The cost shall be borne equally by all tract owners. Declarant shall have the exclusive right to determine when roads are in need of maintenance and repair. In the event any road within the subdivision is willfully or negligently damaged in any way by tract owner or any other person acting at the request of a tract owner then, such tract owner shall be liable for any repairs caused thereby. The costs will be collected by Declarant as provided in covenant forty-five (45).

33. Declarant 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. Declarant 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. The owner of a single family lot or lots shall be obligated to pay and shall pay unto Declarant the overhead assessment for maintenance and repair of all of the common ground and recreation facilities. The assessments are billed and collected through the County Treasurer's Office.
36. 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 eighty (80) percent of all lot owners.
37. The assessments levied shall be used exclusively for the purpose of promoting the health, safety, and welfare of the property owners. The purpose of the assessment is for improvement and maintenance of properties, services and facilities devoted to the common area, roadways, and irrigation facilities: including, but not limited to, the payment of taxes, assessments and insurance, repair, replacement and additions, and for the cost of labor, equipment, materials, management and supervision.

APPROVING AUTHORITY

38. The owners of the lots in the subdivision shall elect an Architectural Control Committee consisting of three (3) members who shall maintain the authority to approve all building plans, location and orientation of homes. The officers of the Parker Draw Improvement and Service District cannot simultaneously serve on the Architectural Control Committee.
39. The members of the Architectural Control Committee must be owners of tracts in the subdivision. The three (3) nominees receiving the most votes shall serve as members of the committee. Each lot owner shall be entitled to one (1) vote in these elections. Joint owners of a lot shall only have one (1) vote, and if a person owns more than one (1) lot, he/she will still have only one (1) vote.
40. Elections for the Architectural Control Committee shall be held in conjunction with the annual Parker Draw Improvement and Service District meeting. Said terms shall be three (3) years. 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. Notice of the meeting shall be mailed to all property owners within the subdivision.
41. The members of the Architectural Control 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. The decisions of the committee shall be made by majority vote. The applicant may make an appeal to Declarant.

42. The Parker Draw Improvement and Service District shall be in accordance with the Statutes of the State of Wyoming and the by-laws adopted by the District.

MODIFICATION AND AMENDMENT

43. Declarant shall have the right to vary the limitations provided by these restrictions and covenants.
44. These covenants may be amended or altered at any time upon the approval of the owner or owners of eighty (80) percent of the lots in Parker Draw Subdivision. Each lot owner shall be entitled to one (1) vote in these elections. Joint owners of a lot shall only have one (1) vote, and if a person owns more than one (1) lot, he/she will still have only one (1) vote. All amendments shall be recorded and copies provided to the lot owners.

ENFORCEMENT

45. Declarant shall have the sole and exclusive right and authority to determine compliance with the covenants 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, written notice of such violation shall be directed to the violator who shall have thirty (30) days after receipt of the said notice to correct the violation. If said violation is not corrected Declarant may begin legal proceedings to correct the violation. 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 Parker Draw Improvement and Service District, as provided by the statutes of the State of Wyoming. Failure by the Architectural Committee and/or Declarant to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.
46. Declarant 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 the 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 unto the Parker Draw Improvement and Service District as a Service and Improvement District under the laws of the State of Wyoming.

DURATION

47. These covenants are to run with the land and shall be binding upon all parties and all persons and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty (80) percent repeals or amends these covenants.

SEVERABILITY

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

Armed at Hanner

Armed Henser appeared before me July 10, 1998.



*Nan Miller
May 20, 2002*