

RECORDED AUGUST 9, 1978 BK 233 PG 33 NO. 743709 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
KNODE RANCH SUBDIVISION - 2ND ADDITION

Sheridan County, Wyoming

THIS DECLARATION made on this 29 day of June, 1978, by KNODE RANCH, INC., hereinafter referred to as Declarants,

WITNESSETH:

WHEREAS, Declarants are owners of certain real property in Sheridan County, 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, conveyed, subject to the following easements, restrictions, covenants and conditions which are for the purposes of protecting the value and the existing natural beauty of, and which shall run with the real property and be binding upon all parties having 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.

ARTICLE I

Definitions

(A) Declarant. Declarant means Knode Ranch, Inc., its successors and assigns.

(B) Real Property. Real Property shall mean all the real property known and contained within the Knode Ranch Subdivision - 2nd Addition - described in Exhibit A appended hereto and made a part hereof, located in Sheridan County, Wyoming.

(C) Plat. The Plat means the plat for Knode Ranch Subdivision- 2nd Addition- 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, multi-family dwellings and condominiums.

(E) Common Elements. Common Elements are the areas so designated on the plat, together with improvements thereon.

ARTICLE II

Use and Other Restrictions

(1) 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 the Subdivision shall be taken and held to agree and covenant with the owners of said lots with their heirs, successors and assigns to conform to the covenants, restrictions and stipulations as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

(2) No lot within the Subdivision shall be used, except for residential purposes, and no buildings shall be erected, altered, placed or permitted to remain on any lot or lots other than for residential purposes with a private attached or semi-attached garage.

(3) Each building on a lot shall have minimum set back distances measured from the lot line to the nearest wall of such structure, as follows:

- (a) Front and side setbacks--twenty (20) feet.
- (b) Rear setback--twenty five (25) feet.

(4) No building, fence, wall or other structure shall be erected, placed, painted, re-painted, or altered, nor shall there be any substantial change to the landscape on any site, until the plans and specifications for such construction, painting or alteration shall have first been approved by the architectural committee as hereinafter defined.

(5) The ground floor, or main floor living area of all dwellings erected on the lots, exclusive of open porches, breezeways, or garages or carports, shall contain not less than 1,250 square feet; EXCEPT, in the case of a "split-level" dwelling, in which case the ground or lower floors of each portion of the "split-level" shall, in combination, contain not less than 1,600 square feet.

(6) No residence dwelling shall be erected unless it has a private attached or semi-attached garage.

(7) No residence or other building or structure may be constructed except within an approved building area.

(8) The lot side line shall be considered the outer property line of the premises when a residence structure encompasses more than one lot.

(9) No lot within the subdivision shall be subdivided or split, provided that nothing herein shall be read to prevent a purchaser from buying one or more lots upon which he may build.

(10) No structure of a temporary character, a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto any lot at any time and used as a residence or other building, either temporarily or permanently.

with the sole exception of temporary structures for construction purposes. No building materials shall be stored on any lot for a period longer than ninety days unless substantial construction of a residence is actually in progress.

(11) Only new construction shall be permitted for all building or residence in the subdivision, and such construction shall be of good quality and appearance and the exterior design shall harmonize with the existing structures in the area.

(12) No gasoline, propane or other type of fuel should be stored in tanks or containers located above or on the surface of the ground.

(13) No privately-owned lot or building thereon within the subdivision shall be used for the purposes of any trade or any commercial, professional or manufacturing business of any kind or description. No hospital or church shall be erected within the subdivision.

(14) No portion of the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within enclosures or recessed in the ground. The burning of garbage or trash in incinerators is prohibited, and all containers shall be secure against spillage.

(15) No noxious or offensive activities shall be carried on within the subdivision or upon any lot at any time, nor shall anything be done which may constitute an annoyance or nuisance to any other owner within the subdivision.

(16) No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the subdivision, except under the terms of such agricultural or grazing lease, or leases, as may be made to Knode Ranch, Inc. No swine, cattle, sheep, goats, horses, or other livestock shall be permitted to be kept within the subdivision, except as provided in Paragraph 15 of this Article. Any dog, cat or other pet which may be kept shall be controlled by the owner thereof so that it shall not become a public 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 approved enclosures.

(17) No horses may be pastured within the subdivision. Horses may be kept within the subdivision only if they are maintained at the designated stable area.

(18) No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any lot except approved signs displayed to identify the occupants of a dwelling or resale signs which shall not exceed four square feet in the area. No fence or hedge or wall of any kind shall be erected or placed upon any lot to extend in front of the front line of the residence without the approval of the architectural committee. No fence, living hedges, or wall of any kind or character shall be erected or placed on the front yard set back area of any lot. Fences that are to be erected shall be of quality materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property. Fences erected on a

common property line should have the approval and endorsement of both property owners prior to construction, whenever possible.

(19) Off-street parking for at least two vehicles shall be provided on each lot. Only motor vehicles capable of being moved under their own power may be parked upon the streets of the subdivision, and they shall remain so parked only for reasonable periods of time. No street or other open area shall be used for the purposes of dismantling or repairing of any vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.

(20) No trailer, boat, camper or other recreational-type vehicle shall be situated or parked on any lot within the subdivision for more than four consecutive days, nor more than twenty days within any calendar year, unless such vehicle or equipment is enclosed in a garage.

(21) No structure on any lots may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.

(22) No excavation except as such may be necessary for the construction of improvements shall be permitted on any lot until such time as the actual construction of the residence or other building is to begin, except that the owner may test for the supply of water and subsoil conditions.

(23) Any and all utilities within the subdivision shall be underground.

(24) During the period of construction of any residence or other building upon any lot of the subdivision, the said lot and area shall be kept as neat and orderly as possible. Construction of any residence or other building shall be completed as soon as possible after commencement.

of firearms or fireworks within the subdivision, without prior (31) There shall be no fishing, hunting, discharging

extended aeration sewage treatment plants. which meet the National Sanitation Foundation criteria for through the use of aerobic micro-organism type disposal units, within the subdivision. Sewage disposal shall be accomplished (30) No septic tanks or cesspools shall be allowed

of any trash, debris or waste. the subdivision, and all lots shall be kept mowed and clear plants shall be permitted to grow or remain upon any lot in (29) No weeds, underbrush or unsightly growth of the architectural committee.

feet above the building roof line shall be first approved by the house, and any such tower or structure which exceeds three or structures shall be placed in front of the front line of (28) No television or other communication towers

obvious view. of the removable type, and must be enclosed or screened from on any of said lots. Any clothes line posts or poles shall be (27) No permanent clothes line posts will be erected

have prior approval as to design and location. are to be constructed or located on privately-owned land, must tennis courts, or other outdoor recreational facilities, which children's wading pools not exceeding eight feet in diameter), (26) Any swimming pool (with the exception of

of the front line of the residence. on separate posts unless no part thereof extends in front shall be attached to the house or garage and not supported (25) Basketball boards or other sporting equipment

written permission of Declarants or their successors and assigns.

(32) No outside illumination equipment or fixtures which will be detached from the residence or garage shall be constructed unless attached to a post or pole which shall not exceed eight feet in height, and which post or pole shall conform to the general architectural plan of the residence. All connections for such detached illumination devices or fixtures shall be underground.

(33) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for the sale or conveyance of a lot, and such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

(34) In the event either public water or public sewer facilities are extended to the subdivision, the owner of any residential dwelling already constructed, or the purchaser of a lot who is building a residential dwelling, shall hook on to the public water or public sewer facilities at his own expense.

(35) A purchaser of any lot or lots within the subdivision shall commence construction of a residence within two years of the date of purchase of the lot or lots and such residence shall be completed within one year after commencement of construction. In the event of the failure of the purchaser to abide by both these deadlines, Declarants, their successors and assigns, shall upon ten days' notice unto the purchaser have the right to retake possession of the premises and if

construction has not yet been commenced pay the purchaser the original purchase price for the lot; in the event construction has commenced but is substantially incomplete, to retake possession of the premises and pay the purchaser the original purchase price for the lot less the reasonable cost of removal of such construction, backfill, foundations or any other work required to return the lot to its original condition.

ARTICLE III

Architectural Control Committee

(A) No residence, building, fence, wall, or other structures shall be constructed, replaced, repainted, 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, including color, with the existing structures; location with respect to topography, finish grade, elevation, in compliance with the covenants and restrictions contained herein.

(B) Until such time as fifty percent of the lots within the subdivision have been sold, the architectural control committee shall be composed of Declarants. At the time fifty percent of the lots in this subdivision have been sold and conveyed, the owners of all of the lots within the subdivision shall elect successors to Declarants, a committee consisting of five members, four of whom are single-family lot owners and one of whom represents a multi-family site,

who, upon election shall replace the undersigned Declarant 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 upon the committee until the next annual election.

(C) Elections to the architectural committee shall be held on the first day of June of each year at a meeting called for that purpose. Notice of the meeting shall be mailed to all property owners within the subdivision at the address given to the committee's secretary.

(D) At a meeting, each single-family lot owner shall have one vote and each individual multi-family unit shall have a one-half vote in the election of the members of the committee.

(E) Prior to construction on private lands, or any other matter designated for approval by the architectural committee, the owner of said private lands or the person contemplating such construction must submit preliminary plans and specifications to the architectural committee, which plans and specifications shall include the following: (a) finished grades; (b) finished floor elevations; (c) floor plans; (d) roof plans; (e) site location plat; (f) all four exterior elevations; and (g) exterior color. Within fifteen days after receiving the plans and specifications for such construction or other matter, the committee shall either approve or disapprove the plans and specifications which

approval or disapproval shall be in writing.

In the event the committee fails to approve or disapprove within such period of time 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 the plans shall be rejected because of non-compliance with the covenants and restrictions, the reasons therefore shall be stated. 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.

In the event the committee approves the preliminary plans and specifications, then, prior to construction, final plans and specifications must be submitted to the committee in complete and detailed form, to assure conformance of the final plans and specifications with the preliminary plans and specifications.

(F) 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 a minute record 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 for the calling of such meetings and conduct of its business.

Upon the purchase of a lot, the purchaser shall be provided with the names of the members of the architectural committee.

(G) The architectural committee shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of the common areas. 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.

(H) The committee 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 with the subdivision.

ARTICLE IV

Assessments

(A) Regular Assessments. The owner of any single-family lot or lots and each unit of multi-family lots shall be obligated to pay and shall pay unto the architectural committee 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 between the owners of each single-family dwelling including each single unit of multi-family lots.

(B) The architectural committee shall have the power and authority to determine all matters in connection

with assessments, including the power and authority to determine where, when and how assessments shall be paid to the committee and each lot owner and single-unit of a multi-family lot shall be required to comply with any such determination.

(C) Time for Payments. The amount of any assessment, or the other amount payable with respect to any lot shall become due and payable thirty days after notice that such amount shall have been given by the architectural committee to such lot owner, or at such later time as may be specified by the committee. Any amount shall bear interest at the rate of ten (10%) percent per annum from the date due and payable.

(D) The committee shall have a lien against each single-family lot, each multi-family apartment-type lot, or each individual condominium unit, as the case may be, in order 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 attorney's fees. The lien may be foreclosed in the manner for foreclosures of real estate mortgages in the State of Wyoming.

(E) 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 percent of all owners of single-family lots and the same percentage of all individual multi-family units.

ARTICLE V

General Provisions

(A) Enforcement. Declarant and its successors 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 the common areas. 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, Declarant or its successor, may re-enter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the Owner. In addition, damages may be assessed against the violator at the rate of \$25.00 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 Owner or its 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 effect any other provisions which shall remain in full force and effect.

(C) Amendment and Duration. The covenants and restrictions of this Declaration shall run with, and be binding upon, the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten

(10) years. This Declaration may be amended at any time by an instrument signed both by the owners of not less than seventy-five (75%) percent of the total lots within the complete subdivision and by seventy-five (75%) percent of the individuals who own lots within the subdivision, and all such amendments must be recorded in the office of the County Clerk of Sheridan County, Wyoming.

(D) 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.

IN WITNESS WHEREOF Declarant has executed this Declaration the day and year first-above written.

KNODE RANCH, INC.



Ralph H. Knode, Jr.
Ralph H. Knode, Jr. - President

Judith O. Knode
Judith O. Knode - Secretary

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by RALPH H. KNODE, JR., President, and JUDITH O. KNODE, Secretary, this 29 day of June, 1978.



WITNESS my hand and official seal.

Evelyn Black
Notary Public

My commission expires:
August 7, 1981

LEGAL DESCRIPTION

The above or foregoing subdivision of the following described land or real estate, to-wit this is is a subdivision of a part of Section 34, Township 55 N, Range 84 W, more particularly described as follows:

Beginning at a point which is the southwest corner of Lot 1, Block 5 of the Knode Ranch Subdivision to Sheridan County, Wyoming said point is S 51° 20' 35" E, a distance of 3,358.50 feet from the NW corner of said Section 34; thence along the boundary of said Knode Ranch Subdivision N 35° 50' 15" W, a distance of 222.04 feet to a point, said point being a lot corner of Lot 1, Block 5; thence along the boundary of said Knode Ranch Subdivision N 56° 05' 24" E, a distance of 109.82 feet to a point, said point being a lot corner of said Lot 1, Block 5; thence along the boundary of said Knode Ranch Subdivision N 89° 38' 56" E, a distance of 161.47 feet to a point, said point being a lot corner of said Lot 1, Block 5; thence along said boundary of Knode Ranch Subdivision N 0° 21' 04" W, a distance of 410.00 feet to a point, said point being the NW corner of Lot 6 of said Block 5; thence along said boundary of Knode Ranch Subdivision N 50° 13' 59" W, a distance of 756.77 feet to a point, said point lying on the east right-of-way line of Canvasback Road; thence along said right-of-way line being the boundary of the Knode Ranch Subdivision, S 39° 14' 09" W, a distance of 322.88 feet to a point, said point being the beginning of a curve; thence along said right-of-way line, right in a southerly direction along a curve with a radius of 90 feet and a delta of 69° 50' 17" to a point, said point being the end of said curve; thence along said right-of-way line N 70° 55' 34" W, a distance of 673.66 feet to a point, said point being a beginning of a curve; thence along said right-of-way line, right in a westerly direction along a curve with a radius of 90 feet and a delta of 86° 44' 43" to a point, said point being the end of said curve; thence along the west right-of-way line of Harlequin Drive, S 15° 49' 09" W, a distance of 205.58 feet to a point, said point being the beginning of a curve; thence along said west right-of-way line of Harlequin Drive, left in a southerly direction along a curve with a radius of 930.00 feet and a delta of 13° 51' 48" to a point; said point being the end of said curve; thence along said right-of-way of Harlequin Drive, S 01° 57' 21" W, a distance of 148.00 feet to a point; said point being the beginning of a curve; thence along said west right-of-way line of Harlequin Drive, right in a southerly direction along a curve with a radius of 450.00 feet and a delta of 30° 12' 17" to a point; said point being the end of said curve; thence along said right-of-way line S 32° 09' 38" W, a distance of 15.00 feet to a point; thence N 51° 36' 55" W, a distance of 138.37 feet to a point; thence S 43° 24' 28" W, a distance of 640.02 feet to a point; thence S 14° 20' 01" E, a distance of 388.26 feet to a point; thence S 60° 20' 51" E, a distance of 424.76 feet to a point; thence N 59° 20' 12" E, a distance of 654.63 feet to a point; thence S 32° 58' 22" E, a distance of 263.67 feet to a point; thence S 78° 06' 09" E, a distance of 347.44 feet to a point; thence N 82° 23' 19" E, a distance of 453.83 feet to a point; thence N 24° 23' 14" E, a distance of 527.32 feet to the point of beginning.

Said parcel contains 61.08 acres. Basis of bearing is Wyoming State Plane.