

443586

COVENANT RESTRICTING USE OF LANDS

WHEREAS, the undersigned, OLUF P. GREGERSEN, JR. and JANICE C. GREGERSEN, husband and wife, residing at Gillette, Wyoming (hereafter "OWNERS"), own parts of the following described lands situate in the County of Campbell, State of Wyoming, to-wit:

Township 49 North, Range 72 West, 6th P.M.

Section 5: W $\frac{1}{2}$ NW $\frac{1}{4}$

Section 6: NE $\frac{1}{4}$

The parts of said above-described lands which are owned and held by OWNERS are hereinafter called THE PROPERTY; and

WHEREAS, The Carter Oil Company, a Delaware corporation qualified to do business in the State of Wyoming, having an address of Post Office Box 2180, Houston, Texas 77001, hereinafter called "CARTER," is the owner of real property in the vicinity of THE PROPERTY and has entered into a contemporaneous agreement with the OWNERS for the orderly development of THE PROPERTY and surrounding lands to the benefit and advantage of the OWNERS and CARTER and the grantees of OWNERS and CARTER; and

WHEREAS, pursuant to the above-mentioned development plan CARTER is, among other things, purchasing a tract of land from the OWNERS to be used as a public road; and

WHEREAS, the OWNERS and CARTER have mutually agreed to a restrictive covenant affecting THE PROPERTY,

NOW, THEREFORE, as additional consideration for the purchase of land from OWNERS by CARTER and of the other agreements by CARTER with OWNERS made contemporaneously and in consideration of the benefit and advantage which will accrue to OWNERS and CARTER and their respective grantees, it is agreed that the following restrictive covenant shall be a covenant running with THE PROPERTY and shall be enforceable by CARTER, its successors and assigns, and by the successors and assigns of OWNERS, to-wit:

STATE OF WYOMING

Campbell County

ss. 443586

Filed for record this 21st day of Aug A. D., 1978 at 2:44 o'clock P. M. and recorded in Book 433 of Photos on page 571 Fees \$ 6.00

Sivan E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Norothy Oels
Deputy

That for and during a period of fifty (50) years following the date of execution of this instrument below shown, no part of THE PROPERTY which lies within 100 yards of the property center line (north of the south bank of Donkey Creek) of the property being conveyed by OWNERS to CARTER, said property being more particularly described in that certain Warranty Deed dated 27th day of June, 1978 between OWNERS as Grantors and The Carter Oil Company as Grantee, or within 50 yards of the common boundary line of THE PROPERTY and any property owned by The Carter Oil Company on the date of execution of this covenant shall be used as or for commercial or industrial purposes.

To effectuate the purposes hereof, the OWNERS hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF, this instrument has been duly executed under date of June 27, 1978

Oluf P. Gregersen, Jr.

OLUF P. GREGERSON, JR.

Janice C. Gregersen

JANICE C. GREGERSON

STATE OF WYOMING)
COUNTY OF Campbell) SS.

The foregoing instrument was acknowledged before me by OLUF P. GREGERSON, JR. and JANICE C. GREGERSON, his wife, this 27 day of June, 1978.

WITNESS my hand and official seal.

Douglas P. Fuller
Notary Public

My Commission expires:

DOUGLAS P. FULLER - Notary Public
County of _____ State of _____
Notary _____ Wyoming
My Commission Expires Sept. 30, 1978

894273

894273 Book 2271 of PHOTOS

Page 00569

Doud Ranch Addition Phase III
Declaration Of Covenants, Conditions And Restrictions
Single Family Dwelling

This Delocration is made by Doud Development Company, LLC, having an interest in following described property (Declarant).

WITNESSETH:

WHEREAS, Declarant, is the owner of certain property in the City of Gillette, State of Wyoming, which is more paticularly described as:

legal description

Doud Ranch Addition Phase III

- Block 1, Lots:** 12, 13, 14, 15, 16
- Block 3, Lots:** 1, 2, 3,4, 9,10,11
12,13,14,15,16,17
18,19, 20, 21,22, 23
24, 25, 26, 27, 28
29, 30, 31, 32, 33
34, 35, 36, 37, 38
- Block 5 Lots:** 13, 14, 15, 16, 17, 18
19, 20, 21, 22, 23, 24
25, 26, 27, 28, 29

Now Therefore, Declarant declares that all of the Properties shall be held, sold and conveyed subject to the following easements, 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 binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefits of each owner thereof.

894273 Book 2271 of PHOTOS

Page 00570

ARTICLE I**DEFINITIONS**

Section 1. "Owner" means the recorded owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" means that certain real property described on Page 1.

Section 3. "Lots" means any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" means Doud Development Company, LLC, its successor and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 5. "Architectural Committee"/"Design Committee" means the committee that has been set up by the Declarant and will control the development of the subdivision and the enforcement of the covenants. The committee will consist of Ben R. Doud, Marilee Neff Doud, and Dory Beth Doud. The committee shall be self-perpetuating and any vacancy may be filled by the remaining committee member or members. The architectural committee may, at any time, appoint three (3) homeowners within the subdivision to replace them as the committee. After such appointment, the members of the committee shall be elected by a popular majority vote of the homeowners within the subdivision with each "Owner" having three votes for electing future members. Members of the committee shall also be responsible for the collection and expenditure of the Homeowner's dues as defined in Section 21. a contained herein.

Section 6. "Front Yard" means the area from the street to the house.

Section 7. "RV" means any boat, motorhome, camp or travel trailer, ATV, PWC or any trailer used in transporting same, or such other items as may be reasonably implied to fall into such category.

ARTICLE II**EXTERIOR MAINTENANCE**

Each individual Owner shall be obligated to provide exterior maintenance of his own Lot to include but not be limited to painting, mowing and trimming the entire area of the Lot, not allowing trash or garbage of any kind to accumulate. If an Owner of any Lot on the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Committee, the committee by a vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this article to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of the lot.

894273 Book 2271 of PHOTOS

Page 00571

Section 1. Enjoyment of Property. The Owner shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties.

Section 2. In Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Wyoming, City of Gillette, Campbell County or other applicable governmental body.

Section 3. Pets. No animals may be kept except dogs and cats, and they shall be kept in an area which is adequately fenced which will keep the same within Owners' area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining Owners. Any pets not confined in a yard shall, at all times, be subject to the leash laws of the City of Gillette. Owner shall not operate any commercial enterprise involving pets, i.e., kennels or pet farms, etc.

Section 4. Commercial Activity. There shall be no commercial activity by the Owner or anyone else on the property.

Section 5. Temporary Structures. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any Lot at any time.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Wyoming.

Section 7. Livestock and Poultry. No animals or livestock or poultry of any kind shall be railed, bred or kept on any Lot except that dogs, cats, or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. Every Owner, occupant or tenant shall have weekly garbage and refuse removal, as provided by the City of Gillette.

Section 9. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the Architectural Committee and the local health authority.

Section 10. Oil and Mining Operations. 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.

Section 11. Water Supply. No individual water supply system shall be permitted on any Lot, unless prior approval for such system is obtained from the Architectural Committee and all such construction must be in accordance with the rules and regulations of the City of Gillette.

Section 12. Sewer Line Location. The Lot Owner and building contractor are responsible for determining elevation of sewer line in the street before construction begins.

Section 13. Distance Between Buildings and Setbacks. Such distances shall be controlled by the applicable ordinances of the City of Gillette.

Section 14. Automobile Repair and Maintenance. No more than one vehicle is to be parked outside on a continual basis. There shall be no major overhaul or repair work performed on automobiles or other vehicles outside deemed to be in an inoperative

894273 Book 2271 of PHOTOS

Page 00572

condition in excess of three days, and those which the Architectural Committee deems undesirable on the area may be removed by action of the Architectural Committee at the cost of the Lot Owner.

Section 15. Storage of RV's. Any RVs, vehicles, trailers of any type or nature may be stored on the site of the Lot for more than 72 hours only if hard surface area, asphalt or concrete has been installed for them to be parked on. Such site may not be used as a permanent repair location, and any such storage shall be done in such a manner so as not to be offensive.

Section 16. Signs. No signs of any kind or nature nor for any uses, except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever, except any builder may erect a sign up to 4 feet by 8 feet to display all other signs from subcontractors. There will only be one sign allowed per Lot, and it must be installed in a professional manner. The sign must be removed at the time that certificate of occupancy is issued. Any Owner wishing to sell or rent his home may place one sign, not larger than 1,200 square inches, advertising the property for rent or sale.

Section 17. Driveways. Driveways shall be paved from the street to the garage with material such as asphalt, concrete or paving stone. Driveways must be a minimum of 12 feet in width from the street to the property line. There shall be culverts installed with flared ends and a hard surface material such as concrete, asphalt, or brick must be used to form up around the culvert as to keep grass and weeds from growing up around that area. Driveways will be maintained by the homeowner. Driveways must be approved by the Architectural Committee before construction can begin. Architectural Committee will have a sample driveway design available for the builder and owner.

Section 18. Size of Home. All houses must be stick built and have a minimum living area of 1,200 finished square feet with a minimum of 20'x24' garage.

Section 19. Home Completion. All homes must have the exterior of the structure completed within 180 days from the date excavation begins. This includes framing, siding, roofing, windows, doors, etc. If it goes beyond the 180 days, the Architectural Committee will contract to have it completed and assess the property Owner or builder for the cost.

Section 20. Re-Subdivision. No Lot may be subdivided or changed in any dimension from the final recorded plat without prior written approval of the Architectural Committee.

Section 21. Homeowners Dues.

a. A homeowner's assessment of \$100.00 per year per Lot shall be levied. This assessment shall amount to a lien on the respective Lots until paid or foreclosed pursuant to this section. Notice of the assessment will be sent to each homeowner in January of each year and the assessment shall be paid on or before April 1st of each year. Any assessment not paid by that time shall be considered delinquent.

b. At such time as the fund created from the homeowner's assessment paid pursuant to this section reaches \$10,000.00, no further assessments shall be made until such time as the balance in that fund is \$5,000.00 or less.

c. Any delinquent assessment shall bear interest from the due date at a rate of 18% per annum. The Architectural Committee may bring an action of law against the owner or owners personally obligated to pay such assessment, or may

894273 Book 2271 of PHOTOS

Page 00573

foreclose the lien against the property. The Architectural Committee shall be entitled to reasonable attorney's fees and costs incurred in the collection of any delinquent assessments.

d. Homeowner's dues shall be used for parkway upkeep, entrance upkeep, cul-de-sac upkeep, and for the betterment and maintenance of the subdivision and for projects of the subdivision to include, but not be limited to, such improvements as planting trees, watering and other maintenance and upkeep.

e. The homeowner's dues fund shall be managed and controlled by the Architectural Committee. Their decision with respect to the expenditure of such funds shall be final.

f. The assessment lien provided for in this declaration shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien.

Section 22. Fences. Control fence is a fence which is located on an interior side property line or a rear property line and is intended to primarily limit the access of residents or animals. All control fences shall be a maximum of 60', and the owner(s) of such fences shall be solely responsible for maintaining them in an excellent condition. Only new materials shall be used in their construction and maintenance. All proposed fences are to be submitted to the committee for approval of both appearance and materials.

Section 23. Design Character.

a. All improvements shall be of new construction. Pre-built, component or modular construction shall be permitted only when it cannot be distinguished from conventional construction, and only upon specific approval of the design committee, which approval may be withheld completely.

b. Exterior Materials. The use of plywood, pressed wood, pressed board or other similar type materials are expressly prohibited for use as exterior siding. No fiberglass garage doors shall be permitted. Metal exterior doors and garage doors must be painted in colors and tones to match the structure.

c. Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear, non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metal shall have a dull colored finish, or shall be flat color anodized or painted.

d. Colors shall be subdued and in the earth tone or light pastel range. No bright or garish colors shall be permitted. Color samples shall be submitted to the Design Committee for approval.

e. All "under porch" areas must be hidden by appropriate materials approved by the Design Committee.

ARTICLE IV

PRESERVATION OF VIEW RIGHTS

The Architectural Committee shall have the responsibility of determining whether trees or other vegetation on the premises of any Lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the Architectural Committee

894273 Book 2271 of PHOTOS

Page 00574

shall determine that there is such interference, it shall send a notice in writing to the Owner involved. The notice shall set forth the extent of which the tree or other vegetation shall be pruned or removed at the expense of the Owner. If within 30 days after receipt of such notice the Owner has not caused the trees or other vegetation to be pruned or removed to the extent required by the Architectural Committee, it may, by vote of at least two-thirds, enforce by injunctive or other legal remedy the obligation of the Owner under this article. The Architectural Committee shall not be responsible for nor shall it incur any damages as the result of a decision or action involving the removal of such property.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change of alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. If the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

a. No fence shall be built in the front yard, anywhere from the street to the front line of the structure excepting for the "screening fence" located along Force Road which shall be/has been constructed by Declarant.

Section 2. The following provisions must also be adhered to:

a. Only colors that will be approved by the Architectural Committee may be used. This will include: roof, siding, trim, decks, etc. The color approval or disapproval will be at the sole discretion of the Architectural Committee. Exterior color schemes must be submitted at the time plans are reviewed by the Architectural Committee.

b. Landscaping is of the utmost importance to the Architectural Committee. Each front and side yard exposed to a public street must be sodded or hydro-seeded and landscaped to the rear of the structure. All rear yards not exposed to a public street must, as a minimum, be seeded by broadcasting and must be maintained. The completed yard must be established within one year [12 months] of date of completion of building of residence. Prior to occupancy, each home, at a minimum, shall have the "final grade" complete. A waiver of this requirement may be obtained from the Architectural committee recognizing the seasonality of the area.

Section 3. Design Committee. Regular meetings of the design committee shall be held monthly, without notice, and as often as is necessary in addition thereto to properly perform its duties hereunder. The vote or written consent of any two members shall constitute an act by the committee unless unanimous consent by its members is required elsewhere herein.

894273 Book 2271 of PHOTOS

Page 00575

Section 4. Non-Waiver. The approval by the committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring approval under these covenants shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, etc., whenever subsequently or additionally submitted for approval.

ARTICLE VI

GENERAL PROVISION

Section 1. Enforcement. The Architectural Committee or any Owner shall have the right to enforce, by any proceeding or law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Architectural Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All attorneys' fees shall be the responsibility of the violator of the covenants.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming under it shall be taken to hold, agree and covenant with the Owner of said building sites, its successors and assigns, and with each of them, to conform to said restrictions, but no restrictions herein set forth shall be personally binding on any corporation person or persons, except in respect to breaches Committee, during its, hers, his or their holding of any title to said land, and Declarant or the Owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Declarant and the Owner of any other lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorney's fees shall be recovered as required in any proceeding either to enjoin violation of the declaration of protective covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render invalid the lien on any mortgage (or deed of trust) made in good faith and for value.

