

26181

RESTRICTIVE AND PROTECTIVE COVENANTS

WESTERN WAY LLC, a Wyoming limited liability company, owner of all the lots in WESTERN WAY DEVELOPMENT PHASE ONE, an Addition to the City of Gillette, Campbell County, Wyoming, hereby declares that the following restrictive and protective covenants are, from the date hereof and thereafter running with the land, binding upon all parties and all persons or entities owning any and all lots in such addition:

1. DURATION OF RESTRICTIONS AND COVENANTS. The restrictive and protective covenants contained herein shall run with the land and shall be binding upon all lots in WESTERN WAY DEVELOPMENT PHASE ONE for ten (10) years from the date hereof. Thereafter, these covenants shall be automatically extended for successive periods of ten (10) years each. After the initial ten (10) year period and each ten (10) year period thereafter, these covenants may be amended or revoked in their entirety by a vote of a majority of the then owners of the lots in WESTERN WAY DEVELOPMENT PHASE ONE, one (1) vote per lot. Any such vote shall be taken and supervised by the Development Planning Committee.

2. INVALIDATION. In the event of the invalidation of any restrictive or protective covenant contained herein or any other provision hereof by judgment or court order, all of the other such restrictive and protective covenants and other provisions herein contained shall remain in full force and effect.

3. RESTRICTIVE AND PROTECTIVE COVENANTS. The following restrictive and protective covenants shall be applied to WESTERN WAY DEVELOPMENT PHASE ONE:

a. SINGLE FAMILY RESIDENCES. No lot shall be used for any purpose other than single family residential. No trailer, basement, garage or other outbuilding erected on any lot

shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

b. **NO BUSINESS OR TRADE.** No business or trade shall be engaged in or conducted from on any lot nor anything done on any lot that is or may become an annoyance or nuisance to other lots in WESTERN WAY DEVELOPMENT PHASE ONE.

c. **STRUCTURE LIMITATIONS.** All residences shall have paved driveways and attached garages. No outbuildings or structures not attached to the residence structure are permitted except storage sheds no larger than three hundred twenty (320) square feet of similar design and exterior materials to the residence. All fencing shall be natural wood color, masonry or vinyl residential fencing, and no fence shall exceed six (6) feet in height.

d. **SPRINKLER SYSTEMS.** All lots shall have underground sprinkler systems and shall be landscaped in a manner appropriate for residential neighborhoods.

e. **BUILDING.** Construction of the residence on each lot, including lawn and landscaping, must be completed within eighteen (18) months of issuance of a building permit by the City of Gillette for the lot.

f. **MINIMUM SQUARE FOOTAGE.** No dwelling shall be erected or placed on any lot which has less than one thousand two hundred (1,200) square feet except that a split level or two (2) story structure shall have a ground floor area of not less than one thousand (1,000) square feet. Only actual living space shall be included in computing the square footage. Therefore, garages, carports, porches, breezeways patios and areas not offering year-round living space shall not be included in square footage computations. Square footage shall be measured on the inside of the outside perimeter walls.

g. VEHICLES. No trailer, camper, motor home, boat, truck (except pickups),

commercial or recreational vehicle or nonrunning or unsightly vehicle of any kind or nature may be stored or kept on any lot or street in the subdivision except that such vehicles may be stored in the garage or an outbuilding permitted in paragraph c. above. Campers, motor homes or other recreational vehicles may be present on a lot or street for a maximum of fifteen (15) days if owned and operated by out-of-town guests of a lot owner.

h. TRASH AND REFUSE DISPOSAL. All trash and refuse will be disposed of

by placing in containers provided by the City of Gillette, such containers to be kept in a garage or an outbuilding except as may be necessary for collection purposes.

i. SUBDIVISION OF LOTS. No lot shall at any time be subdivided or otherwise

altered as to size or shape except to combine lots to make a larger one.

j. MAINTENANCE. All lots shall be maintained through adequate mowing,

trimming and pruning, fertilization, watering, weed and pest control and such other activities as are in keeping with a residential neighborhood.

k. APPLICABLE ZONING REQUIREMENTS. All requirements and

restrictions in the zoning code of the City of Gillette shall be applicable to all lots and structures in the subdivision.

4. CREATION OF DEVELOPMENT PLANNING COMMITTEE. There is hereby

created a Development Planning Committee to supervise the development of WESTERN WAY DEVELOPMENT PHASE ONE. The committee shall consist of three (3) persons. The initial committee will be composed of Paul L. Reed, Charles P. Weinreis and Daniel Weinreis. The committee shall act by majority vote of those present at a meeting at which a quorum is present.

Three (3) members of the committee shall constitute a quorum. The committee shall have the authority and responsibility of approving all plans for structures to be built on lots in WESTERN WAY DEVELOPMENT PHASE ONE for the purpose of ensuring that the restrictive and protective covenants contained herein are followed and that each structure is architecturally compatible with the subdivision. The decision of the committee shall be final and binding upon owners of all lots in WESTERN WAY DEVELOPMENT PHASE ONE. Upon the resignation of any member of the committee, the remaining members of the committee will appoint a new member. All owners of the lots in WESTERN WAY DEVELOPMENT PHASE ONE shall submit proposed plans for any structure to the committee by delivery thereof to WESTERN WAY DEVELOPMENT PHASE ONE, Post Office Box 367, Minatare, Nebraska 69356. The committee shall act thereon within twenty (20) days and will notify the applicant by letter postmarked within such twenty (20) days of the committee's approval or rejection of the plans. In the event no written notice is given, the plans as submitted shall be deemed approved.

5. ENFORCEMENT. If the owner(s) of any lot in WESTERN WAY DEVELOPMENT PHASE ONE or its, hers, his or their heirs, successors or assigns, shall violate any of the restrictive and protective covenants contained in this instrument, any other person or entity owning a lot therein may prosecute any proceedings at law or in equity against the owner(s) violating any of such restrictive and protective covenants in order to prevent such owner(s) from so violating or to recover damages for the violation or both. In the event an action is brought to enforce these restrictive and protective covenants, any party determined in such action to be in violation thereof shall be required as a part of such action to pay the costs and reasonable attorney fees incurred by the party bringing the action for enforcement. Until paid in full, the amount of costs and reasonable

attorneys fees incurred by the party bringing such enforcement action shall be a lien on the lot in WESTERN WAY DEVELOPMENT PHASE ONE of the violator (or in which the violator has an interest) in favor of the party bringing such action.

IN WITNESS WHEREOF, the undersigned has executed this document on this 20th day

June, 2003.

WESTERN WAY LLC

BY: WEINREIS WESTERN WAY, INC.,
A Wyoming Corporation,

By Charles P. Weinreis
Charles P. Weinreis, President
MEMBER

BY: PAUL REED CONSTRUCTION &
SUPPLY, INC., A Nebraska Corporation,

By Paul L. Reed
Paul L. Reed, President
MEMBER

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

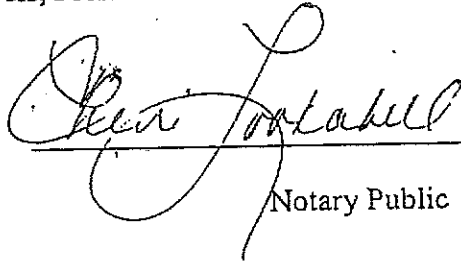
The foregoing document was acknowledged before me on the ____ day of _____, 2003, by Charles P. Weinreis, President of Weinreis Western Way, Inc., a Wyoming corporation.

Notary Public

My commission expires:

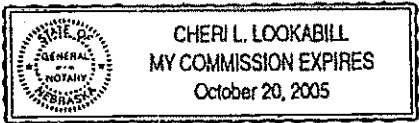
STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing document was acknowledged before me on the 20th day of June, 2003, by Charles P. Weinreis, President of Weinreis Western Way, Inc., a Wyoming corporation.



Notary Public

My commission expires:

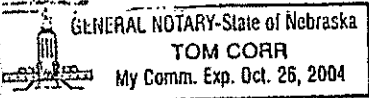


STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing document was acknowledged before me on the 24 day of June, 2003, by Paul L. Reed, President of Paul Reed Construction & Supply, Inc., a Nebraska corporation.

Tom Corr

Notary Public



My commission expires:

STATE OF WYOMING } ss.
Campbell County

Filed for record this 4th day of August A.D., 2003 at 2:30 o'clock P M. and recorded in Book 1896 of Photos on page 249-255 Fees \$ 26.00 1320663

Susan Saunders

County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By *Connie K Angler*
Deputy

STATE OF WYOMING } ss.
Campbell County

ed for record this 19th day of November A.D. 2003 at 2:30 o'clock P M. and recorded in Book 1927 of Photos on page 530-536 Fees \$ 26.00 826181

Susan Saunders

County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By *Denise Pearson*
Deputy

