

753135

### PROTECTIVE COVENANTS

On this 20<sup>th</sup> day of August, 1999 Patricia Paulsen, owner of the following described property, to-wit:

Lot 1 Block 1 Bell Knob Estates Phase I, Lot 16 Block 14 Bell Knob Estates Phase II, Lots 4-15 and 17-24 Block 2 and Lots 1-14 Block 3 Bell Knob Estates Phase III hereby state that the purpose of the restrictions that hereinafter follow is to insure the use of property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

### ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages in the event such suit is necessary, the party found to be violating those covenants shall pay all costs of said suit including a reasonable attorney's fee. 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 improvements and benefit of the Bell Knob Subdivision.

### SERVEABILITY

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

### NON-ENFORCEMENT

Failure by the present owner, or any land owner in the subdivision described herein to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure may be constructed, executed or placed on any lot until the plans and specifications for the building or structure and a plan showing the

Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and buildings, location with respect to topography and finished grade elevation, and compliance with the covenants contained herein. No fences or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line established by the City of Gillette.

#### LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain in excess of two stories in height, plus a basement. Only one single-family dwelling plus an attached or detached garage and one small storage building for storage of lawnmowers, snowblowers, and gardening supplies shall be erected. All ranch style houses must have a minimum square footage of 1400 square feet on one level. All houses in the subdivision no matter what style must contain at least 1700 square feet of finished floor area. All houses must have earth tone colors. All houses must be stick built on the lot. All dwellings constructed on any lot shall be constructed so that they will have a minimum appraised value upon completion of \$160,000 (including the value of the lot)

#### BUILDING LOCATION

All buildings shall be located on all lots in accordance with the minimum building setback requirements established by the City of Gillette.

#### EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement are of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvement for which a public authority or utility company is responsible.

#### NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

#### TEMPORARY STRUCTURES

No structure of a temporary character, housetrailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently except for those structures used by the construction company. This

covenant shall be construed to preclude the placing on any lot of a camp trailer to be used elsewhere for recreational purposes.

GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for debris or rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. No incinerators shall be kept or maintained on the premises.

SEEDING AND PLANTING

Each front yard and side yard visible from a public street must be sodded, hydroseeded or broadcast seeded and landscaped to the rear of the structure. All rear yards not visible from a public street shall, at a minimum, be seeded by broadcast seeding. Three(3) trees which are acclimated to the climate of Gillette, Wyoming area must be planted in the front or side yard of each lot. All of these requirements must be met within twelve (12) months after the occupancy of the dwelling on the lot.

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

STORAGE, ABANDONMENT, AND REPAIR OF VEHICLES

No vehicle of any kind shall be abandoned on any lot or street, nor parked for more than twenty-four(24) hours on any lot or street for the purpose of making repairs or alterations hereon. No junked or unlicensed vehicle shall be kept on any lot, street or alley.

STORAGE AND PROTECTIVE SCREENING

No building material shall be stored on any lot except as needed during active construction on the lot. All garbage cans and storage piles shall be kept screened so as to conceal them from the view of neighboring residences and from the streets in the subdivision.

SEWER SERVICE

The purchaser of each lot is responsible for determining the location and elevation of the sewer service and determining how the location and the elevation of the sewer service will affect the type and location of the dwelling to be constructed on the lot.

### CONSTRUCTION

All dwellings must be completed and ready for occupancy within twelve months after beginning construction of home. All dwellings shall be "stick built" and constructed on site. No mobile homes or modular or prefabricated dwelling, garages or storage buildings may be placed on the lot. All exterior materials will be wood, brick, stone, stucco, prefinished aluminum siding, prefinished steel siding, or any combination thereof. All roofs shall consist of earthtones, unless the Architectural Control Committee grants a variance.

Any person construction a dwelling on a lot shall maintain in full force and effect a policy of builder's risk insurance with such coverage as is required by the City of Gillette for any contractor constructing a dwelling within the city limits.

### FLUES AND VENTS

Unless otherwise approve by the Architectural Control Committee, all flues and vents shall exit the roof of a dwelling on the rear side of the roof rather than on the street side of the roof.

### SOIL ANALYSIS

The purchaser of any lot in the subdivision shall be responsible for obtaining and reviewing soil reports relating to the lot and engaging a geotechnical engineer to evaluate the soil condition.

### VEHICLES

No recreational vehicles, boats, trailers, campers, or commercial trucks (other than pickups) shall be parked either on any street in the subdivision or on any lot in the subdivision except behind the building setback lines.

### ARCHITECTURAL CONTROL COMMITTEE

- (a) The Declarant shall be the Architectural Control Committee under this Declaration of Covenants until such time as all of the lots in this subdivision have been sold and conveyed by the Declarant or until Declarant resigns as the Architectural Control Committee, whichever date occurs first. At the time all of the lots in the subdivision have been sold and conveyed by the Declarant or on the date Declarant resigns as the Architectural Control Committee, shiever date occurs first, the owners of the lots in the subdivision shall elect an Architectural Control Committee consisting of three members and shall then replace the Declarant as the Architectural Control Committee under the provisions of these covenants.
- (b) The members of the elected committee must be owners of lots in the subdivision. The three nominees receiving the most votes shall serve as members of the

committee. Each lot shall be entitled to one vote in the election for members of the committee. Joint owners of a lot shall have only one vote, and if a person owns more than one lot, he shall have one vote for each lot.

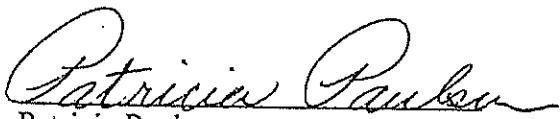
- (c) After Declarant is no longer the Architectural Control Committee, elections for the committee shall be held annually on the first day of March of each year at a meeting called for that purpose or on such other date as the committee may determine. At least twenty-four hours notice of the meeting shall be given by telephone or by mail to all lot owners by the committee. Upon the death or resignation of any member of the committee, the remaining members shall have authority to designate a successor who shall remain on the committee until the next annual election.
- (d) Members of the committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the committee and who 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 shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by majority vote.
- (e) Within thirty days after receiving a written request for approval of plans as provided herein, the Architectural Control Committee shall either approve or disapprove the request in writing. In the event the Architectural Control Committee fails to approve or disapprove in such period of time, approval will not be required, and the related covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of noncompliance with the covenants, the reasons therefor shall be stated. The person submitting the plan shall have a right to make application to the Architectural Control Committee for review of its decisions.
- (f) Upon written request, the Architectural Control Committee may, in its sole discretion, vary the limitations contained in the covenants when strict compliance with the covenants would result in hardship on a lot owner, but only to the extent that the requested variance is consistent with the intent and purpose of the covenants which is to insure a subdivision that is aesthetically attractive and a highly desirable residential area. The Architectural Control Committee shall approve or disapprove the request for variance within forty-five days of the receipt thereof. Failure of the Architectural Control Committee to approve or disapprove a request for a variance within forty-five days shall not be deemed approval nor waive the requirement for approval.
- (g) To the maximum extent permitted by law, Declarant shall have no liability to any person for an act or omission by Declarant (including negligent acts or omissions) in acting as the Architectural Control Committee.

AMENDMENT

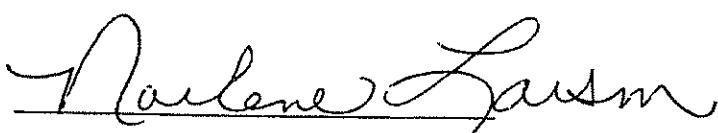
These covenants may be amended by Declarant at any time before Declarant has sold eighty percent of the lots in the subdivision. Once eighty percent of the original lots in the subdivision have been sold and conveyed by Declarant, these covenants may be amended or altered upon the approval of the owners of eighty percent of the original lots of the subdivision.

MISCELLANEOUS

- (a) These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of twenty five years from the date of this Declaration. These covenants shall be automatically extended for successive periods of ten years unless and instrument signed by eighty percent of the then owners of the lots has been recorded, agreeing to repeal or amend these covenants.
- (b) If anyone violates or attempts to violate any of these covenants, the Architectural Control Committee or any owner of any lot in the subdivision may bring a suit against the person or persons violating or attempting to violate the covenant in order to prevent them from violating or attempting to violate the covenant or to recover damages for such violation, and any person violating these covenants shall be liable for all costs incurred in prosecuting this suit, including a reasonable attorney's fee, and for liquidated damages in the amount of \$25.00 per day until the violation is cured; provided, however, Declarant shall under no circumstances be liable for costs incurred in prosecuting any suit against it or for attorney fees or for liquidated damages.
- (c) If the City of Gillette imposes any limitations on the use or development of these lots which is more restrictive than the restrictions imposed by these covenants, then the more restrictive limitations of the City of Gillette shall take precedence over these covenants.
- (d) Invalidation of any one of these covenants by judgment or court order shall in no way effect the validity of any of the other provisions of these covenants, which shall remain in full force and effect.

  
Patricia Paulsen

Witness:

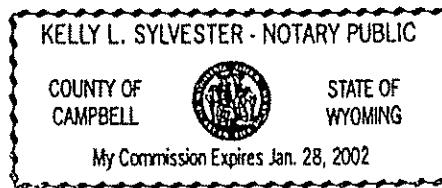
  
Noreen Larson

State Wyoming)

:ss

County of Campbell)

The foregoing instrument was acknowledged before me by Patricia Lulom,  
1999 by Kelly L. Sylvester, this 28 day  
of September, 1999.



Witness my hand and official seal.

Notary Public  
Title of Officer

My Commission Expires: 01/28/2002

STATE OF WYOMING } ss.  
Campbell County

ed for record this 4th day of October A.D. 1999 at 3:46 o'clock P M. and recorded in Book 1565

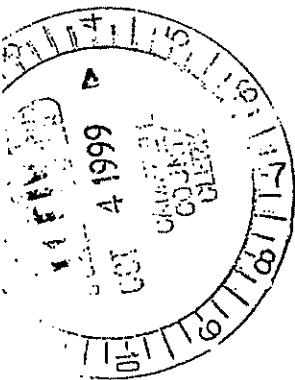
Photos on page 314-320 Fees \$ 18.00

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By  
Deputy

75,3135

Dawn Bouders  
County Clerk and Ex-Officio Register of Deeds



Book 1763 of Photos, Page 540

797900

**BELL KNOB ESTATES  
PHASE I, II AND III****TO THE PUBLIC:****NOTICE OF AMENDMENT  
TO THE PROTECTIVE COVENANTS OF BELL KNOB  
ESTATES, PHASE I, II, AND III  
CAMPBELL COUNTY, WYOMING**

**THIS DECLARATION OF NOTICE**, made on the date hereinafter set forth is provided by Patricia Paulsen ("Declarant"), in her capacity as owner of greater than twenty percent (20%) of the lots in the Bell Knob Estates (the "Subdivision") for the purpose of providing NOTICE OF AMENDMENT to the public of the original *Protective Covenants*, filed for Record on the 4th day of October, 1999, Recorded in Book 1565 of Photos, Pages 314-320 by the County Clerk and Ex-officio Register of Deeds of the County of Campbell, State of Wyoming, in accordance with Page 5-6 *Amendment* and covering:

Bell Knob Estates Phase I, Lot 1, Block 1  
Bell Knob Estates Phase II, Lot 16, Block 14  
Bell Knob Estates Phase III, Lot 4, Block 2  
Bell Knob Estates Phase III, Lot 5, Block 2  
Bell Knob Estates Phase III, Lot 6, Block 2  
Bell Knob Estates Phase III, Lot 7, Block 2  
Bell Knob Estates Phase III, Lot 8, Block 2  
Bell Knob Estates Phase III, Lot 9, Block 2  
Bell Knob Estates Phase III, Lot 10, Block 2  
Bell Knob Estates Phase III, Lot 11, Block 2  
Bell Knob Estates Phase III, Lot 12, Block 2  
Bell Knob Estates Phase III, Lot 13, Block 2  
Bell Knob Estates Phase III, Lot 14, Block 2  
Bell Knob Estates Phase III, Lot 15, Block 2  
Bell Knob Estates Phase III, Lot 17, Block 2  
Bell Knob Estates Phase III, Lot 18, Block 2  
Bell Knob Estates Phase III, Lot 19, Block 2  
Bell Knob Estates Phase III, Lot 20, Block 2  
Bell Knob Estates Phase III, Lot 21, Block 2  
Bell Knob Estates Phase III, Lot 22, Block 2  
Bell Knob Estates Phase III, Lot 23, Block 2  
Bell Knob Estates Phase III, Lot 24, Block 2  
Bell Knob Estates Phase III, Lot 1, Block 3  
Bell Knob Estates Phase III, Lot 2, Block 3  
Bell Knob Estates Phase III, Lot 3, Block 3  
Bell Knob Estates Phase III, Lot 4, Block 3  
Bell Knob Estates Phase III, Lot 5, Block 3  
Bell Knob Estates Phase III, Lot 6, Block 3  
Bell Knob Estates Phase III, Lot 7, Block 3  
Bell Knob Estates Phase III, Lot 8, Block 3  
Bell Knob Estates Phase III, Lot 9, Block 3  
Bell Knob Estates Phase III, Lot 10, Block 3  
Bell Knob Estates Phase III, Lot 11, Block 3  
Bell Knob Estates Phase III, Lot 12, Block 3  
Bell Knob Estates Phase III, Lot 13, Block 3  
Bell Knob Estates Phase III, Lot 14, Block 3

All situated within the County of Campbell, State of Wyoming.

**NOTICE** is hereby provided to the public that commensurate with the date of this *Notice of Amendment* the Declarant has not sold eighty percent (80%) of the lots in the Subdivision and is therefore authorized to amend the *Protective Covenants* in accordance herewith.

Book 1763 of Photos, Page 541

**NOW, THEREFORE**, the PROTECTIVE COVENANTS OF BELL KNOB ESTATES, PHASE I, II AND III, CAMPBELL COUNTY, WYOMING are hereby duly amended as follows:

**AMENDMENT TO PROTECTIVE COVENANTS,  
OF BELL KNOB ESTATES, PHASE I, II AND III,  
CAMPBELL COUNTY, WYOMING**

**WHEREAS**, it is beneficial to the owners of property in Bell Knob Estates to protect property values, aesthetics, and quality of life in the Subdivision; and

**WHEREAS**, the *Protective Covenants of Bell Knob Estates*, Campbell County, Wyoming, dated August 20, 1999, and recorded October 4, 1999, at Book 1565 of Photos, Page 319, provide for amendment of said covenants by the Declarant prior to the sale of eighty percent (80%) of the lots in the Bell Knob Estates Subdivision; and

**WHEREAS**, eighty percent (80%) of the lots have not been sold and the undersigned wishes to amend said covenants.

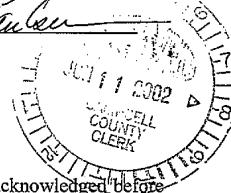
**NOW THEREFORE**, in consideration of the above recitals, the terms and covenants of this Amendment, and other valuable consideration, the receipt of which is acknowledged, the Declarant of lots in the Bell Knob Estates amends the *Protective Covenants* by modifying the following existing paragraph of the *Protective Covenants*, and hereby declaring null and void the language designated by the same heading in the original *Protective Covenants* :

**LAND USE AND BUILDING TYPE**

No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain in excess of two stories in height, plus a basement. Only one single-family dwelling plus an attached or detached garage and one small storage building for storage of lawnmowers, snowblowers, and gardening supplies shall be erected. All ranch style houses shall have a minimum square footage of 1700 square feet on one level. All houses in the Subdivision no matter what style shall contain at least 2000 square feet of finished floor area. All houses shall have earth tone colors. All houses shall be stick built on the lot. All dwellings constructed on any lot shall be constructed so that they will have a minimum appraised value upon completion of \$240,000, (including the value of the lot).

**IN WITNESS WHEREOF**, the undersigned has caused it to be executed on the date indicated below.

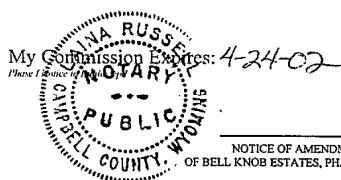
**DECLARANT:**

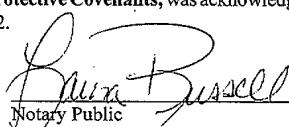
  
Patricia Paulsen  


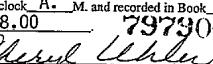
STATE OF WYOMING )  
                          )  
                          §  
COUNTY OF CAMPBELL )

The foregoing instrument, **Amendment to Protective Covenants**, was acknowledged before me by Patricia Paulsen, this 10 day of June, 2002.

Witness my hand and official seal.



  
Notary Public

STATE OF WYOMING } ss.  
Campbell County  
Filed for record this 11th day of June A.D. 2002 at 8:02 o'clock A. M. and recorded in Book 1763  
of Photos on page 540-541 Fees \$ 8.00 797900  
RECORDED INDEXED CHECKED By Deputy   
Cheryl Uhler  
County Clerk and Ex-Officio Register of Deeds