

41392

DECLARATION OF PROTECTIVE COVENANTS
FOR
TOWNE & COUNTRY ESTATES, PHASE I, & PHASE II,
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

THIS DECLARATION is made this 5TH day of JAN. 1999 by Rocky L. McWilliams and Deborah A. McWilliams, husband and wife, Elton E. Smith and Tommye N. Smith, husband and wife, owners of Towne & Country Estates, Phase I, & Phase II, d/b/a as McWilliams Smith Properties, hereafter referred to as "Declarant".

Declarants are the owners of all lands embraced in the subdivision known as Towne & Country Estates, Phase I, & Phase II (Subdivision) in the City of Gillette, Campbell County, Wyoming. The subdivision is platted and of record in the office of the County Clerk and Ex-Officio Registrar of Deeds of Campbell County, Wyoming. The Plat is incorporated by reference in this declaration as if set forth in full herein.

All of the lots of the Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarants subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitude's and covenants (collectively the "Covenants"). Each and every covenant is for the benefit of the entire Subdivision and the benefit of every landowner therein. These Covenants shall be binding on all owners of land in the 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 the Subdivision.

All owners, each and every one shall have the right to enforce these covenants as they are imposed upon each lot and owner. These Covenants are imposed upon the Subdivision as a whole.

1. **Land Use and Building Type.** All lots shall be used only for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage for not less than two cars, and one storage shed of a permanent nature. No lot shall be split or subdivided and will remain whole for the duration of these covenants.

2. **Architectural Control Committee.** An Architectural Control Committee is hereby established. It shall consist of four members, and shall be initially composed of Rocky L. McWilliams, Deborah A. McWilliams, Elton E. Smith and Tommye N. Smith. A majority of the Committee may designate a representative to act for it. In case of the death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee or its

designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing. No communication from Committee within 15 days after submission of plans shall be deemed as approval.

3. Dwelling Valuation/Size. All dwellings constructed on the lots in the Subdivision shall be constructed so that they have a minimum finished square footage of at least 2,250 square feet above ground in Phase I, and a minimum of 1,600 square feet above ground in Phase II. At the time that the plans and specifications for the dwelling are submitted to the Architectural Control Committee, the party seeking approval shall submit to the committee the copy of an appraisal or plans in a form acceptable to the Architectural Control Committee showing compliance with the minimum square footage.

4. Building Locations. All structures shall have a minimum of a Fifty (50) foot setback from the front lot line and all dwelling structures will face Oakcrest Drive in Phase I. The minimum setback in Phase II will be 30 feet from the front lot line.

5. Landscaping. Each front yard and side yard visible from a public street must be sodded, hydroseeded and landscaped to the rear of the structure. All of these requirements must be met within one year after the occupancy of the dwelling on the lot.

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

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or may become a nuisance in the neighborhood.

8. Temporary Structures. Temporary structures shall be permitted on a lot during the period of construction of a dwelling house, however, any such temporary structure shall be removed within 30 days of completion of the dwelling house or a maximum of 180 days after the temporary structure was erected, whichever first occurs. Persons may not reside on a lot during construction in those approved structures.

9. Signs. No signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent.

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 any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot, no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Pets. No animals may be kept except dogs, cats and other household pets. They shall be kept in an area which is adequately fenced, to the side or rear of the dwelling. All pet areas shall be maintained in a clean and sanitary condition so as to not be offensive to adjoining owners. There shall be no commercial breeding, commercial boarding or raising of animals for sale allowed on any lot.

12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and must be stored out of view. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

13. 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 upon the lot.

14. Construction. All dwellings must be completed and ready for occupancy within twelve (12) months after the construction has begun. All dwellings shall be "stick built" and constructed on site. No mobile homes or modular or prefabricated dwellings, garages or storage buildings may be placed on the lots. All exterior materials will be wood, brick, stone, stucco, prefinished aluminum siding, prefinished steel siding, or any combination thereof. All roofs shall consist of earthtone (including black) asphalt shingles, wood shingles, or shake shingles, to the extent permitted by the city of Gillette. There shall be no plastic exteriors. Exterior color shall be limited to earthtones (including white), unless the Architectural Control Committee grants a variance. Any person constructing a dwelling on a lot shall maintain in full force and effect a policy of builders risk insurance with such coverage as is required by the City of Gillette for any contractor constructing a dwelling within the City limits.

15. Flues and Vents. Unless otherwise approved 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.

16. Soil Analysis. The purchasers and owners 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 conditions. Soil reports and hydrology reports have been completed as required by the City of Gillette and copies may be available from the said City of Gillette.

17. Vehicles and RV's. 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. R V vehicles or trailers of any type or nature may be stored on the site for more than 72 hours only if a hard surface area, asphalt or concrete has been installed for them to be parked on. Such site may not be used as a permanent location, and any such storage shall be done in such a manner so as to be inoffensive.

18. Driveways. All driveways must be composed of concrete or asphalt. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

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

20. 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 an instrument signed by eighty percent of the then owners of the lots has been recorded, agreeing to amend or to repeal these covenants.

(b) If anyone violates or attempts to violate these covenants, the Architectural Control Committee or any owner of any lot in the subdivision by bringing a suit against the person or persons violating or attempting to violate, may in order to prevent them from violating the covenants be entitled to recover damages incurred in prosecuting this suit, including a reasonable attorney's fee and 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 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.

DATED this 5th day of January, ~~1998~~ ¹⁹⁹⁹
Rocky L. Williams
Rocky L. Mc Williams

Deborah A. McWilliams
Deborah A. McWilliams

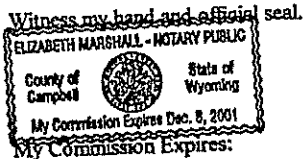
Elton E. Smith
Elton E. Smith

Tommye N. Smith
Tommye N. Smith



STATE OF WYOMING)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 5th day of January, ~~1998~~ ¹⁹⁹⁹ by persons known to me to be, ROCKY L. McWILLIAMS, DEBORAH A. McWILLIAMS, ELTON E. SMITH and TOMMYE N. SMITH.



Elizabeth Marshall
Notary Public

STATE OF WYOMING } ss.
Campbell County
record this 7th day of January A.D. 19 99 at 10:08 o'clock A. M. and recorded in Book 1520
Photos on page 219-223 Fees \$ 14.00
Dusan Saunders RECORDED By Elton E. Smith
ABSTRACTED Deputy
INDEXED
CHECKED

802700

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**ADDENDUM
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
TOWNE AND COUNTRY ESTATES, PHASE I, & PHASE II
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING**


This Addendum is made this 10th day of October, 2001, by Rocky L. McWilliams and Deborah A. McWilliams husband and wife, Elton E Smith and Tommye N. Smith, Trustees Under the Elton E and Tommye N Smith Family Living Trust, hereafter referred to as the "declarant."

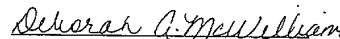
Declarants are the owners of the majority of all lands embraced in the Towne and Country Estates, Phase I and Phase II (Subdivision) in the city of Gillette, Campbell County, Wyoming.

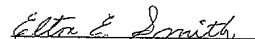
Declaration of Protective Covenants are dated January 5, 1999 and recorded on January 7, 1999 in Book 1520 of Photos, page 219 in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming, and are hereby amended to include the following change or additions;

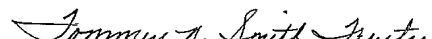
Fencing. All fencing of lots within this subdivision shall be of the "White PVC" type and restricted to the sides and rear portion of the lots, along the lot lines as delineated by the official plat as recorded, excepting that the front side of the enclosure shall be at the corners of the front sides of the dwelling. All fencing of rear yards will be no less than six (6) feet in height and no more than eight (8) feet in height.

These additions to the Covenants shall have the same duration and enforcement provisions as those Covenants dated on January 5, 1999 and recorded January 7, 1999 in Book 6 of Plats, page 165 of the records of Campbell County, Wyoming.


Rocky L. McWilliams


Deborah A. McWilliams


Elton E Smith, Trustee of the
Elton E and Tommye N Smith
Family Living Trust


Tommye N Smith, Trustee of the
Elton E and Tommye N Smith
Family Living Trust

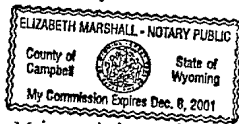
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STATE OF WYOMING
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me by, Elton E. Smith and Tommye N. Smith, Trustees of the Elton E. and Tommye N. Smith Family Living Trust and Rocky L. McWilliams and Deborah A. McWilliams, this 10th day of October 2001.

Witness my hand and official seal.

Elizabeth Marshall
Notary Public



My commission expires on the 8th day of December 2001

STATE OF WYOMING } ss.
Campbell County }
Filed for record this 5th day of September A.D. 2002 at 10:34 o'clock A. M. and recorded in Book 1792
of Photos on page 23-24 Fees \$ 11.00
Clyde Summers RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED ✓ By Corrie Klingler 802700
Deputy

