

646435

PROTECTIVE COVENANTS

PART A Preamble

On this 12 day of March, 1991, CAP Development, Inc., a Corporation, owner of the following described property, to-wit:

Lots 21-27, Block 29 Sagebluffs Filing No. 4 Phase V

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.

PART B Area of Application

The protective covenants hereinafter described in part C in their entirety shall apply to:

Lots 21-27, Block 29 Sagebluffs Filing No. 4 Phase V

PART C Residential Area Protective Covenants

NATURE OF DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under owner for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in a whole or in part.

ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any persons 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.

SERVEABILITY

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

Failure by the present owner, the architectural control committee, 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 COMMITTEE

1. Membership. The Architectural Control Committee is composed of:
The President and Vice President of CAP Development, Inc., and a third representative selected by mutual agreement of the first two representatives if they determine that a third representative is necessary. CAP Development, Inc. shall be free to change their appointed representatives from time to time, who may in turn by mutual agreement change the third representative. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or withdrawal from the committee or restore to it any of its powers and duties.

2. Architectural Control.

A. All dwellings shall be of the quality or better than existing dwellings within the area. The Architectural Committee shall review the construction plans and control specifications and construction work of the builders to determine conformance with this Architectural standard. No construction work shall commence until a final determination as to conformance of plans and specifications is made. Harmony of external design with existing structures, location with respect to topography and finished grade elevation, and alterations to dwelling shall be covered by the procedures in paragraph B of this Architectural Control covenant.

B. Except as to initial approval for quality of construction plans and specifications for dwellings, which shall be according to Paragraph A of this covenant, no building or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the fence or wall have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

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 on any other than one detached single-family dwelling not to exceed two stories in height, plus a basement and a private garage for not more than three cars. The architectural control committee may approve small storage buildings designed to house lawnmowers, snowblowers, and gardening tools and supplies.

BUILDING LOCATION

1. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback indicated on the recorded plat. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line.

2. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for small storage buildings designed to house lawnmowers and gardening tools and supplies if so approved by the architectural control committee. 3. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any such items or portions of a building on a lot to encroach upon another lot.

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 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.

NUISANCES

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

TEMPORARY STRUCTURES

No structure of a temporary character, house trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. This covenant shall not be construed to preclude the placing on any lot of a camp trailer to be used elsewhere for recreational purposes, provided that such placement is in accordance with other covenants in this part C.

SIGNS

No sign of any kind shall be displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales period.

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.

SITE DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs the site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same site-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such site lines.

COMMERCIAL VEHICLES

No commercial type vehicle and no trucks (not including those vehicles commonly known as pickup trucks) shall be stored or parked on any lot except in a closed garage or other location not readily visible from the street, nor shall such vehicles or trucks be stored or parked on any residential street or alley except while engaged in transport to or from a resident.

STORAGE

No front yard, street or other location readily visible from the street shall be used for storage of any type, including by way of illustration and not limitation, boats, trailers, camp trailers, recreational vehicles, motor cycles, snowmobiles.

SEEDING AND PLANTING

When any building shall be constructed upon said lot, the owner of the lot shall cause the area lying between the setback for the front of the house and extending to the street to be seeded and suitably planted with grass, decorative shrubs and flowers, trees or any combination thereof except those areas as shall be constructed and used for sidewalks, driveways and parking spaces.

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 thereon. No junked or unlicensed vehicle shall be kept on any lot, street or alley.

CAP Development, Inc.

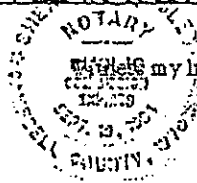


By Curtis L. Butler
President

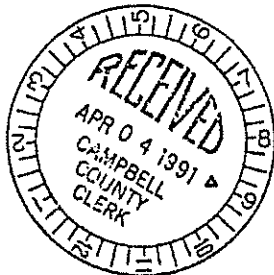
[Signature]
Secretary

STATE OF)
 : ss.
County of)

The above and foregoing instrument was acknowledged before me this 21 day of March 1991 by [Signature] the President of CAP Development, Inc., a corporation, on behalf of said corporation.



Witness my hand and official seal.



[Signature]
NOTARY PUBLIC
My Commission expires 09/19/94

STATE OF WYOMING }
Campbell County } ss.
Filed for record this 4th day of April A.D. 1991 at 9:16 o'clock A.M. and recorded in Book 1141
of Photos on page 16-20 Fees \$ 12.00 **646435**
Thomas E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By Deputy [Signature]

STATE OF WYOMING)
COUNTY OF CAMPBELL)

TO THE PUBLIC

DATE 1-16-87

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

SAGEBLUFFS IV, PHASE IV - LOTS 30 & 31, BLOCK 28

THIS DECLARATION, made on the date hereinafter set forth by Star Land Company, a Wyoming Corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the developer of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated as Lots 30 & 31, Block 28 Sagebluffs IV, Phase IV, Campbell County, Wyoming.

AND WHEREAS, in order to establish notice to the general public that no improvements shall be constructed on the property described herein, without properly identifying and mitigating the existing subsoil conditions to the satisfaction of the City of Gillette, Declarant desires restrictions, upon and subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the general public from unknown soils conditions, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof, and which are intended not to be merely personal.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record 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 obligation.

Section 2. "Properties" shall mean and refer to that certain real property herein before described.

Section 3. "Declarant" shall mean and refer to Star Land Company, a Wyoming Corporation.

Section 4. The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservation, easements, liens and charges imposed by or expressed in the DECLARATION.

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ARTICLE II

RESTRICTION ON DEVELOPMENT AND BUILDING

Because of the existence of a large area of unconsolidated fill material and buried house construction trash which varies in depth from about 3 feet to over 15 feet, no building, construction or other development activities shall be undertaken on Lots 30 and 31 Block 28 of Sagebluffs IV, Phase IV, in the City of Gillette, Wyoming. Building, construction and other development activities may be permitted only if all of the areas of unconsolidated fill and buried trash on the lots are recompacted to the satisfaction of the Gillette, City Engineer, and the results certified by a Wyoming licensed professional engineer. The Gillette City Engineer may allow development on the lots utilizing other construction techniques or designs only if he finds the other construction techniques or designs are certified by a Wyoming licensed professional engineer and provide at least as satisfactory a solution to the problem of the existing unconsolidated fill and buried trash as recompaction of the entire area of unconsolidated fill and buried trash.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16 day of January, 1987.



STAR LAND COMPANY, a Wyoming Corporation

BY: [Signature]

ATTEST:

STATE OF WYOMING)

COUNTY OF CAMPBELL)

SS

[Signature] Secretary

The foregoing instrument was acknowledged before me this 16 day of January, 1987 by Thomas A. Ostlund for STAR LAND COMPANY, a Wyoming Corporation.

[Signature]
Notary Public
My Commission Expires
May 16, 1991



STATE OF WYOMING)
Campbell County)
Filed for record this 17th day of January, 1987 at 11:48 A.M. and recorded in Book 1043 of 622820
of Photos on page 504-505 Fee \$ 6.00
By [Signature] Deputy
RECORDED
ABSTRACTED
INDEXED
CHECKED



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