

487209

DECLARATION OF RESTRICTIVE AND PROTECTIVE RESIDENTIAL COVENANTS FOR RANCHERO SUBDIVISION NO. 1

HOUSING SERVICES, INC., fee owner of the following described real property located in County of Campbell, State of Wyoming, (hereinafter "HSI") to-wit:

Lots 1 thru 32 of Block 1, Lots 1 thru 7 of Block 2, Lots 1 thru 11 of Block 3, Lots 1 thru 5 of Block 4, Lots 1, 2 of Block 5, Lots 1 thru 3 of Block 6, Lots 1 thru 3 of Block 7, Lot 1 of Block 8 of Ranchero Subdivision Filing No. 1, a part of Sections 26, 27, 34 and 35, Township 44 North, Range 72 West, 6th P.M., County of Campbell, State of Wyoming, according to the plat thereof filed for record at Book 3 of Plats, page 22-21 of the records of the County Clerk and Recorder, Campbell County, Wyoming,

hereby makes the following declaration as to limitations, restrictions, and uses to which certain lots within such subdivision (hereafter "the Subdivision") may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on persons or entities now or hereafter owning said lots and all persons claiming under them, and for the benefit of and limitation upon all future lot owners in the Subdivision, to-wit:

SECTION A. PURPOSE OF COVENANTS

The purpose of these restrictions is to insure the use of the lots referred to in Section B.1. hereof for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of said lots and adjacent property, and to maintain the desired tone of the community, and thereby to secure to each lot owner within the Subdivision the full benefit and enjoyment of his property, with no greater restriction on the free and undisturbed use of said lot than is necessary to insure the same advantages to other lot owners.

STATE OF WYOMING Campbell County

Filed for record this 10th day of October A. D. 19 80 at 9:38 o'clock A. M. and recorded in Book 526 of Photos on page 576 Fees \$ 17.00

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

RECORDED ABSTRACTED INDEXED CHECKED

By Deputy

Signature of Sharon E. Addison with handwritten number 487209

SECTION B. COVENANTS - RESIDENTIAL AREA:

1. The following restrictive covenants shall apply to Lots 1 thru 32 of Block 1, Lots 1 thru 7 of Block 2, Lots 1 thru 11 of Block 3, Lots 1 thru 5 of Block 4, Lots 1 and 2 of Block 5, Lots 1 thru 3 of Block 6, and Lots 1 thru 3 of Block 7 of Ranchero Subdivision Filing No. 1:

a. 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 lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No lot shall be further subdivided after the date on which these covenants are recorded in the office of the County Clerk and Recorder of Campbell County, Wyoming.

b. Building Location.

(i) No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than twenty-five feet.

(ii) No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line.

(iii) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

c. Easements. Easements for installation and maintenance of utilities and drainage facilities reserved as shown on the recorded plat of Ranchero Subdivision Filing No. 1. Within these easements, no structure, plating, or other material

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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

d. Nuisances. No noxious or offensive activity 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.

e. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a resident either temporarily or permanently.

f. Signs. No sign or any kind shall be displayed to the 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 a building to advertise the property during the construction and sales period.

g. 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

h. 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.

i. 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 sanitary

containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

j. Water Supply. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.

k. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.

l. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight 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 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 sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

m. Land Near Parks. No building shall be placed nor shall any material or refuse be placed or stored on any lot within five feet of the property line of any park or common area.

n. Parking of Vehicles. Parking of trailer campers, truck campers, bus campers, boats and boat trailers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 48 hours, when parked on the street in front of a residence or, on the front driveway or parking area between the front building line and the street.

o. Mobile Homes and Trailers. No mobile home or trailer shall be temporarily or permanently placed, parked, erected, or maintained on any lot, for residential purposes, for incidental use or for any other purpose whatsoever. This restriction shall not apply to any trailer parked wholly within a garage on any lot.

(i) "Mobile Home", as used in this Declaration, means a structure, transportable in one or more sections, which is eight feet or more in width and is thirty-two feet or more in length and which is built on a permanent chassis and designed to be used when connected to required utilities as a dwelling, with or without permanent foundation.

(ii) The intent of this covenant is to restrict the use of the lots to private dwellings of a conventional nature, and to exclude all other structures except necessary out buildings. This covenant shall not exclude factory-built modular housing of a conventional type, although not constructed on the premises.

p. Vehicular Access to Lots. No driveway, curb cut for vehicular access to any lot, or curb cut for any other purpose shall be permitted on any side, rear, or front lot line adjacent to Rancho Drive or on the curved portion of any lot line facing the intersection of Rancho Drive and any side street.

q. Fences. Fencing along the side property lines extending perpendicular to the front set back and along the rear property line shall not exceed six feet in height. Fencing

in the front yard set back area shall not exceed three feet in height and shall be open in design. Fencing such as a chain link or log type are typical of an open fence. Any lot having both front and rear yard street frontages shall have a six (6) foot high privacy fence (closed type) along the portion of the rear property line which fronts on the street.

r. No lot owner shall commence construction of any building, structure, or other improvement without first submitting (either personally or via representative) a site plan to Housing Services, Inc., for its approval. The date the plan was submitted will be recorded on the site plan in the presence of the lot owner or their representatives. The site plan will show the location of the structure on the lot, with dimensions from the structure to the property lines. Fence location and type will be shown. Housing Services, Inc., will respond within ten (10) working days from the date of receipt or the lot owner may automatically assume that the site plan has been approved.

SECTION C. DURATION AND AMENDMENT:

1. Duration: This Declaration, and any amendments hereto, shall remain in effect until December 31, 2010, unless sooner terminated as hereinafter provided.

2. Amendment: This Declaration may be amended or terminated or extended for successive 20 year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the lots within the Subdivision other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the lots in the Subdivision. Amendments made pursuant to the provisions of this Section C.2. shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any others having an interest therein, their respective heirs, successors, and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be

evidence of such ownership and status for voting purposes.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Declaration as of this 20th day of September, 1980.

HOUSING SERVICES, INC.

By R. E. Huff
R. E. HUFF, Vice President

ATTEST:

Baris V. Halcombe
Assistant Secretary

(Seal)
STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss.

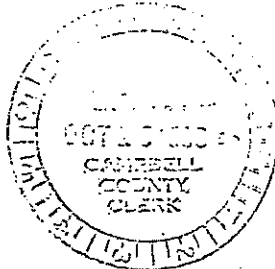
The foregoing instrument was acknowledged before me by R. E. HUFF, as Vice President of HOUSING SERVICES, INC., a Delaware corporation, this 20th day of September, 1980.

Witness my hand and official seal.

Albert D. Shreck
Notary Public

My Commission Expires:

11/03/81



508079

AMENDMENT TO
DECLARATION OF RESTRICTIVE AND
PROTECTIVE RESIDENTIAL COVENANTS FOR
RANCHERO SUBDIVISION NO. 1

HOUSING SERVICES, INC., fee owner of the following described
real property located in County of Campbell, State of Wyoming,
hereinafter "HSI") to-wit:

Lots 1 thru 32 of Block 1, Lots 1 thru 7 of Block 2,
Lots 1 thru 11 of Block 3, Lots 1 thru 5 of Block 4,
Lots 1 and 2 of Block 5, Lots 1 thru 3 of Block 6, Lots
1 thru 3 of Block 7, Lot 1 of Block 8 of Ranchoero
Subdivision Filing No. 1, a part of Sections 26, 27,
34 and 35, Township 44 North, Range 72 West, 6th P.M.,
County of Campbell, State of Wyoming, according to
the plat thereof filed for record at Book 3 of Plats,
pages 20 and 21 of the records of the County Clerk and
Recorder, Campbell County, Wyoming,

recorded a Declaration of Restrictive and Protective Residential
Covenants for Ranchoero Subdivision No. 1 ("Covenants") on October
10, 1980 in Book 526 of Photos, Page 576 in the records of Campbell
County, Wyoming covering the above described real property.

None of the real property subject to the Covenants has been sold
or has otherwise been subject to disposition. HSI is amending the
Covenants to remove one lot from the Covenants.

The First Paragraph of Section B entitled "Covenants-
Residential Area" is amended to read as follows:

"The following restrictive covenants shall apply to
Lots 1 thru 32 of Block 1, Lots 1 thru 7 of Block 2, Lots
1 thru 11 of Block 3, Lots 1 thru 5 of Block 4, Lots 1 and
2 of Block 5, Lots 1 thru 3 of Block 6, and Lots 1 and 2
of Block 7 of Ranchoero Subdivision Filing No. 1:"

which Amendment removes Lot 3 of Block 7 of Ranchoero Subdivision
Filing No. 1 from the Covenants.

STATE OF WYOMING

Campbell County

Filed for record this 25th day of Feb., A. D., 1982 at 9:46 o'clock A. M. and recorded in Book 5

PHOTOS on page 330 Fees \$ 7.00

508079

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

RECORDED
ABSTRACTED
INDEXED

By *Barbara Decker*
Deputy

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Amendment as of this 9TH day of FEBRUARY, 1982.

HOUSING SERVICES, INC.

By *[Signature]*
R. E. Huff Vice President

TEST:
[Signature]
ASST. SECRETARY

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by R. E. Huff, as Vice President of HOUSING SERVICES, INC., a Delaware corporation, this 9TH day of FEBRUARY, 1982.

Witness my hand and official seal.

THOMAS
ARY
BLIC
COLORADO

E. Albert Thomas
Notary Public

Address: Arco Coal Co.
P. O. Box 5300
Denver, CO 80217

My Commission Expires:
My Commission Expires May 11, 1985

NOTARY PUBLIC
THOMAS
ARY
BLIC
COLORADO