

321255

PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions
and Easements Affecting Property
of Earl M. Rivard, Owner

THIS DECLARATION made this 15th day of April, 1969,
by Earl M. Rivard, Owner and Developer:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW, THEREFORE, Earl M. Rivard, Owner and Developer, hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Dwelling Site shall mean any lot, or portion thereof, or any plot containing two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

OWNER shall mean Earl M. Rivard.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various parcels thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Campbell, State of Wyoming, and is more particularly described as follows, to-wit:

Lots 1 thru 169, Sierra Glen Addition, an addition to the city of Gillette, Wyoming.

DESCRIPTION FOR PROTECTIVE COVENANTS

A tract of land situated on a part of the N.E. 1/4 of Section 26, T.14N., R.72W. of the 6th P.M., Campbell County, Wyoming, and being more particularly described as follows:

Commencing at the N1/4 corner of Section 26, run S 0°54'12"E along the centerline of the county road for 914.7'; thence N89°06'12"E to intersect the east boundary of the county road, the point of intersection thence S 0°54'E along the east boundary of the county road for 121.3'; thence N89°06'E for 330.0'; thence S 0°54'E for 300.0'; thence S 89°06'12"E for 270.2'; thence S 89°06'12"W for 208.7'; thence along the east boundary of the county road, S 0°54'E for 1528.8' to intersect the east-west centerline of section 26; thence S 11°16'12"E for 173.0'; thence N 30°07'E for 412.2'; thence N 30°21'E for 81.03'; thence N 89°06'12"W for 215.0'; thence N 89°06'12"E for 160.6'; thence S 81°49'12"W for 356.4'; thence N 37°40'12"W for 122.8'; thence N 89°06'12"W for 318.5' to the point of beginning.

In witness whereof, other than that reported above shall be deemed to be subject to this Declaration, until and until specifically made subject to this Declaration.

The declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed three stories in height.

B. The Architectural Control Committee is composed of Richard I. Reeder, Axel R. Ostlund, and Earl E. Rivard. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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 to withdraw from the committee or restore to it any of its powers and duties.

No structures shall be erected, placed or altered on any such building lot until the building plans, specifications, and plot plan showing the location of such structure have been approved in writing as to the conformity and harmony of external design and as to location of the structure with respect to topography and finished ground elevation and to conform with all the covenants, conditions and restrictions contained herein by the Architectural Control Committee, which shall within 30 days, or as soon thereafter as practicable, approve or disapprove any plans or specifications submitted to them in writing. The failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

C. No building shall be located less than 25' from each street lot line. No building shall be located nearer than 5' to an adjacent building site. No dwelling shall be located on any interior building site nearer than 25 feet to the rear lot line. For the 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 portion of a building on a building site to encroach upon another building site.

D. No residential structure shall be erected or placed on any building site, which has an area of less than 5,000 square feet or a width of less than 60 feet at the front building setback line.

E. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other out-buildings other than guest houses and servants' quarters erected on a building site covered by these Covenants shall at any time be used for

human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitations.

G. A sewer easement 50' wide is hereby granted to the City of Gillette along the rear 85.7' of Lot 142, 148.3' along the rear of Lot 143, 73.8' along a rear portion of Lot 144, 189.1' along the side of Lot 141, 79.3' along a rear portion of Lot 140 as shown on the Recorded Plat of the Sierra Glen Addition.

H. EASEMENTS: Lot 1 through Lot 169, inclusive. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and along the side lot lines as described in these covenants and shown on the recorded Plat. Within these easements, no structure, planting 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. 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.

I. A 5' utility easement is hereby reserved as follows:

along the North side lot line lot 30
along the South side lot line lot 29
along the North side lot line lot 72
along the South side lot line lot 78
along the North side lot line lot 83
along the North side lot line lot 95
along the North side lot line lot 108
along the West side lot line lot 139

A 10' utility easement is hereby reserved as follows:

along the West side lot line lot 4
along the East side lot line lot 5
along the East side lot line lot 13
along the West side lot line lot 14
along the North side lot line lot 11
along the North side lot line lot 15
along the North side lot line lot 16
along the South side lot line lot 25
along the North side lot line lot 26
along the East side lot line lot 43
along the West side lot line lot 44
along the North side lot line lot 45
along the South side lot line lot 46
along the North side lot line lot 51
along the South side lot line lot 104
along the South side lot line lot 107
along the East side lot line lot 117
along the West side lot line lot 118
along the West side lot line lot 123
along the East side lot line lot 144
along the West side lot line lot 145
along the North side lot line lot 145
along the South side lot line lot 146
along the N.W. side lot line lot 150
along the S.E. side lot line lot 151
along the N.W. side lot line lot 152
along the S.E. side lot line lot 153
along the N.W. side lot line lot 154
along the S.E. side lot line lot 155
along the N.W. side lot line lot 156
along the S.E. side lot line lot 157
along the N.W. side lot line lot 163
along the S.E. side lot line lot 164
along the N.W. side lot line lot 168

J. Parking of trailer campers, truck campers, and other large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street.

a residence or on the front driveway or parking area between the front building line and the street.

K. The parking of boats and boat trailers on the street or on the driveway or on any parking area between the front building line of a residence and the street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

L. Vehicles which are not in running condition or are in a state of dis-repair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

M. 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.

N. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein, and there shall be no front yard fencing, walls, or hedges.

O. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

P. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

Q. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, second floors and garages, is less than 600 square feet, and not less than 300 square feet in the case of a residential structure in excess of one story.

R. All construction shall be new and no building or buildings may be moved from another location to any site within this subdivision.

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

T. 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, standards and recommendations of the Wyoming State Board of Public Health. Approval of such system as installed shall be obtained from such authority.

U. 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, standards, and recommendations of the Wyoming State Board of Public Health. Approval of such system as installed shall be obtained from such authority.

V. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1999 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in

Equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

W. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

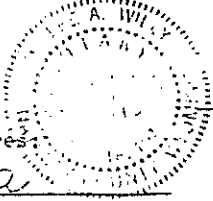
By Earl M. Rivard
Earl M. Rivard, Owner and Developer

By Barbara L. Rivard
Barbara L. Rivard

STATE OF WYOMING)
COUNTY OF NATRONA) SS

On this 15th day of April, 1969, before me appeared Earl M. Rivard, and Barbara L. Rivard, husband and wife, to me personally known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.



Shirley A. Wiley
Notary Public

My commission expires:

May 18, 1972

STATE OF WYOMING)
COUNTY OF NATRONA)

I hereby certify that the above instrument was filed for recording in my office at _____ on _____, 1969, and was recorded in Plat Book No. _____ Page _____.

County Clerk

321255

PROTECTIVE COVENANTS

Earl M. Rivard

to

The Public

April

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Pages

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