

DECLARATION OF RESTRICTIVE COVENANTS

585200

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We, the undersigned, are owners of the following described property, to-wit:

Lots 58A, 59A, 60A, 61A, 62A, and 63A of the Resubdivision of Lots 58, 59, 60, 61, 62, and 63 of Saunders Subdivision, First Extension, a subdivision of Gillette, Wyoming, pursuant to a plat recorded in Book 4 of Plats at page 94 of the records in the office of the County Clerk of Campbell County, Wyoming.

We, the undersigned, hereby state that the purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and 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 restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

AREA OF APPLICATION

The covenants hereinafter described shall apply only to Lots 58A, 59A, 60A, 61A, 62A, and 63A of the Saunders Subdivision, First Extension, Gillette, Wyoming.

HOMEOWNERS ASSOCIATION

1. Membership: Every owner of a lot subject to these covenants shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.
2. Voting Rights: Members shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by members. The Association may act by a majority vote of all members, however, a change in these covenants shall require seventy-five (75%) percent approval of all voting members.
3. Dues: Homeowners Association dues shall be Fifty Dollars (\$50.00) per month, payable beginning May 1, 1985, or upon first occupancy, whichever is the latter. The dues shall be used only to provide exterior painting of homes situated

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within the subdivision, for the maintenance of the yard area, and for snow removal. The amount of dues may be changed and special assessments levied upon a 75% approval of all voting members.

4. Architectural Control: No building, fence, structure or any addition thereto shall be erected, placed or altered on any lot subject to these covenants until the construction plans and specifications in a plan showing the location of the structure have been approved by the Homeowners Association 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 until the construction plans and specifications in a plan showing the location of the fence or wall have been approved by the Homeowners Association 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.

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 (1) single family dwelling. Tool and storage sheds are not permitted.

STORAGE AND REPAIR OF VEHICLES

No motor homes, travel trailers, campers, or trucks over 3/4 ton shall be stored or parked in the street or on any lot except in a closed garage. No unlicensed vehicles shall be stored or abandoned on any lot or street for more than ten (10) days. No vehicle of any kind shall be parked on any lot or street for the purpose of making repairs or alterations thereon.

TELEVISION DISHES

No satellite television dishes are permitted on any lot.

ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that small dogs, cats, or other indoor household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Dogs are not permitted loose and must be kept on a leash under supervision at all times. Barking dogs are not permitted.

NUISANCES

No obnoxious 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.

REPAIRS OF PROPERTY

The dwellings on each lot shall be kept and maintained in good repair at the owners expense. When needed, the roofs shall be reshingled with a similar type of shingle as is currently being used. Lot owners shall replace any damaged trees or shrubs at their own expense.

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 or 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.

NATURE AND DURATION

These covenants are to run with the land and shall be binding on all future owners. These covenants may be altered or modified only with the approval of 75% of all voting members of the Homeowners Association.

ENFORCEMENT

These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property described above, and such persons are specifically given the right to enforce these restrictions through any proceedings at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof. These restrictions may also be enforced by the Homeowners Association.

ATTORNEY FEES AND COURT COSTS

In the event of any litigation in law or in equity to enforce any of these restrictive covenants or to recover damages for a violation of any of these restrictive covenants or any law suit containing a combination of those, the Homeowners Association or the owner seeking to enforce these restrictive covenants shall be entitled to receive, in addition to any damages determined by the court and in addition to any injunctive relief ordered, reimbursement for attorney's fees in a reasonable sum expended by the Homeowners Association or by the owner seeking to enforce the restrictive covenants in an amount as ordered by the court.

SEVERABILITY

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

NON-ENFORCEMENT

Failure by the present owner, the Homeowners Association, 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.

IN WITNESS WHEREOF, the parties have executed this agreement at _____, the 11TH day of July, 1986.

Owner of Lots 58A, 59A, and 61A:

BUILDERS, INC.

ATTEST:

Milton C. Willis
Milt Willis, President
P. O. Box 1633
Gillette, WY 82716

Samuel Willis
Secretary



Owners of Lot 63A

Larry D. Holst
Larry D. Holst

Marva J. Holst
Marva J. Holst
P. O. Box 3012
Gillette, WY 82716

Owner of Lot 62A

Christine R. Nisselius
Christine R. Nisselius, Trustee
of the Christine R. Nisselius
Revocable Trust, and for the ben-
efit of Christine R. Nisselius
and her heirs under agreement
dated January 9, 1982.
P. O. Box 3006
Gillette, WY 82716

Owner of Lot 60A

Donald A. Hayden
Donald A. Hayden

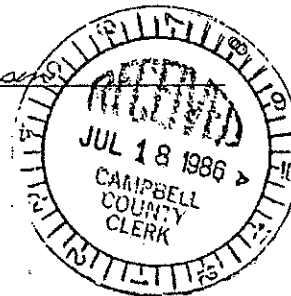
Alta Vivian Hayden
Alta Vivian Hayden

STATE OF WYOMING)
)
 : ss.
)
County of Campbell

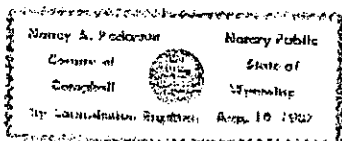
The above and foregoing instrument was acknowledged before me by Builders, Inc., by Milt Willis, President, Larry D. Holst and Marva J. Holst, and Christine R. Nisselius, Trustee of the Christine R. Nisselius Revocable Trust, and for the benefit of Christine R. Nisselius and her heirs under agreement dated January 9, 1982, Donald A. Hayden and Alta Vivian Hayden, this 11th day of July, 1986.

Witness my hand and official seal.

Nancy A. Pedersen
NOTARY PUBLIC



My commission expires:



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STATE OF WYOMING)
) ss.
Campbell County
Filed for record this 18th day of July A.D. 1986 at 10:20 o'clock A M. and recorded in Book 896
of Photos on page 6 Fees \$ 12.75
Sivian E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds INDEXED ✓
By Sharon Martin 585280
Deputy CHECKED ✓