

725167

**DECLARATION OF PROTECTIVE COVENANTS
DEER PARK SUBDIVISION
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING**

THIS DECLARATION is made on this the 23rd day of October, 1997, by Ryan M. and Melanie C. Tew, hereafter referred to as the "Declarants."

Declarants are the owners of all lands embraced in the subdivision known as Deer Park Subdivision ("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. That plat is incorporated by reference in this declaration as if set forth in full herein.

The Declarants own a home located on Lot 1 of the Subdivision. They intend to sell all of the other lots that are contained in the Subdivision. The Declarants intend that the protective covenants contained in this Declaration apply to all of the lots in the Subdivision, including, Lots 1 through 6.

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, servitudes and covenants (collectively the "Covenants"). Each and every covenant is for the benefit of the entire Subdivision and for the benefit of each owner of land therein. These Covenants shall run with the land and inure and pass with this property and each and every lot 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.

It is the intent of the Declarants that the lands located in the Subdivision shall be developed and maintained as a highly desirable residential area.

These Covenants are imposed upon the lands comprising the Subdivision as an obligation or charge against the same for the benefit of each and every lot in the Subdivision and the owner or owners thereof. Each and every owner of land in the Subdivision shall have a right to enforce these Covenants which are imposed upon each and every lot in the Subdivision.

1. **Land Use and Building Type.** All lots shall be used only for single family residential purposes. No commercial business of any kind is permitted; however, this covenant #1 is not intended to prevent owners of lots in the Subdivision from performing clerical or office-type work in their homes even if that work is related to their employment so long as such work is permitted under the ordinances of the City of Gillette. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than single family dwelling, private garage(s), one storage shed of a permanent nature, and such other buildings as the Architectural Control Committee (defined in Condition 19 below) shall approve. Any garage or storage shed not attached to the dwelling shall have the same exterior materials as the dwelling.
2. **Architectural Control.** No building, fence, wall or other structure may be constructed, erected or placed on any lot until the plans and specifications for the building or structure and a plan showing the location of the building or structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and buildings, location with respect to topography and finished grade elevation, and compliance with the covenants contained herein. No fences or

walls shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line established by the City of Gillette.

3. **Dwelling Valuation.** All dwellings constructed on the lots in the Subdivision shall be constructed so that they have a minimum finished square footage of at least 2,750 square feet. 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 in a form acceptable to the Architectural Control Committee showing compliance with the minimum square footage.
4. **Building Locations.** All buildings shall be located on all lots in accordance with the minimum building setback requirements established by the City of Gillette.
5. **Landscaping.** Each front yard and side yard visible from a public street must be sodded, hydroseeded or broadcast seeded and landscaped to the rear of the structure. Three (3) trees which are acclimated to the climate in the Gillette, Wyoming area must be planted in the front or side yard of each lot. All of these requirements must be met within one year after the occupancy of the dwelling on the lot.
6. **Easements.** Easements for 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.** No structure of a temporary character, trailer, basement or shack shall be used on any lot at any time at the residence either temporarily or permanently; provided, however, during active construction of a dwelling on the property, a job or storage trailer and equipment may be on the lot.
9. **Signs.** No sign of any kind shall be displayed to public view on any lot except (1) one sign advertising the property for sale or rent and (2) other temporary signs that will remain in place no more than three days.
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. **Livestock and poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except as permitted by the laws and ordinances in effect in the City of Gillette.
12. **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. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

13. **Storage and Protective Screening.** No building material shall be stored on any lot except as needed during active construction on the lot. All garbage cans and storage piles shall be kept screened so as to conceal them from the view of neighboring residences and from the streets in the subdivision.
14. **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 on the lot.
15. **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 lot. 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 builder's risk insurance with such coverage as is required by the City of Gillette for any contractor constructing a dwelling within the city limits.
16. **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.
17. **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. Any lot owner who builds any structure in the subdivision will do after reviewing the report of such a geotechnical engineer and will rely exclusively on such a report.
18. **Vehicles.** No recreational vehicles, boats, trailers, campers, or commercial trucks (other than pickup trucks) shall be parked either on any street in the subdivision or on any lot in the subdivision except behind the building setback lines.
19. **Architectural Control Committee.**
 - (a) The Declarants shall be the Architectural Control Committee under this Declaration of Covenants until such time as all of the lots in the Subdivision have been sold and conveyed by the Declarants or until such time as the Declarants resign as the Architectural Control Committee, whichever occurs first. At the time all of the lots in the Subdivision have been sold or conveyed by the Declarants or the Declarants resign as the Architectural Control Committee, whichever occurs first, the owners of the lots in the Subdivision shall elect an Architectural Control Committee consisting of three members and shall then replace the Declarants as the Architectural Control Committee.
 - (b) The members of the elected committee must be owners of lots in the Subdivision. Each lot shall be entitled to one vote in the election of the committee.

- (c) After Declarants are no longer the Architectural Control Committee, elections for the committee shall be held annually on the first day of May or such other day as the committee shall determine at a meeting called for that purpose. At least 24 hours advance notice shall be given by mail or telephone to the owners of lots in the Subdivision. Upon the death or resignation of any member of the committee, the other members of the committee shall have authority to appoint a successor until the next regularly scheduled election of members of the committee.
- (d) Members of the committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the committee and who shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by majority vote.
- (e) Within forty five days after receiving a written request for approval of plans as provided herein, the Architectural Control Committee shall either approve or disapprove the request in writing. In the event the Architectural Control Committee fails to approve or disapprove in such period of time, approval will not be required, and the related covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of noncompliance with the covenants, the reasons therefor shall be stated. The person submitting the plan shall have a right to make application to the Architectural Control Committee for review of its decisions.
- (f) Upon written request, the Architectural Control Committee may, in its sole discretion, vary the limits contained in the covenants when strict compliance with the covenants would result in hardship on a lot owner, but only to the extent that the requested variance is consistent with the intent and purpose of the covenants which is to insure a subdivision that is aesthetically attractive and a highly desirable residential area. The Architectural Control Committee shall approve or disapprove the request for variance within 45 days of the receipt thereof. Failure of the Architectural Control Committee to approve or disapprove a request for variance within 45 days shall not be deemed approval nor waive the requirement for approval.
- (g) To the maximum extent permitted by law, Declarants shall have no liability to any person for any act or omission by Declarants (including negligent acts or omissions) in acting as the Architectural Control Committee.

20. Amendment. These covenants may be amended by Declarants at any time before Declarants have sold seventy percent of the lots in the subdivision. Once eighty percent of the original 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 seventy percent of the original lots of the subdivision.

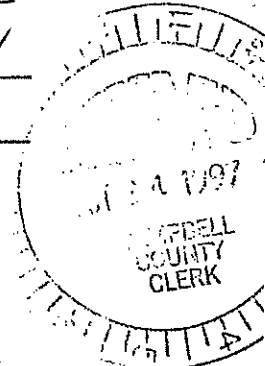
21. Miscellaneous.

- (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 repeal or amend these covenants.

- (b) If anyone violates or attempts to violate any of these covenants, the Architectural Control Committee or any owner of any lot in the subdivision by bring a suit against the person or persons violating or attempting to violate the covenant in order to prevent them from violating or attempting to violate the covenants or to recover damages incurred in prosecuting this suit, including a reasonable attorney's fee, and for 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 or 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 23rd day of October, 1997.

By: R. M. Tew
Melanie C. Tew



STATE OF WYOMING
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me this 23rd day of October, 1997 by Ryan M Tew and Melanie C. Tew, owners of Deer Park Subdivision.

WITNESS my hand and official seal

Frank R. Stephenson
Notary Public



My Commission Expires: September 20, 1999

STATE OF WYOMING }
Campbell County } ss.

Recorded for record this 24th day of October A.D., 19 97 at 1:30 o'clock P.M. and recorded in Book 1451

Photos on page 698-702 Fees \$ 14.00 **725167**

Dusan Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED ✓
INDEXED
CHECKED ✓

By Cheryl Uhler
Deputy