

Recorded August 7th, 1969 - 9:38 A. M.  
Fees \$4.00

Book 174 of Photos, Page 286.  
Yvonne I. Hayden, Campbell County Clerk

328978

**RESTRICTIVE COVENANTS**

The undersigned, J.W. Headley and Frances Headley, husband and wife, fee owners of the following described real property:  
Blocks 2, 3, and 5 of the Sunburst Subdivision, Campbell County, Wyoming, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners in said subdivision.

**PART B. AREA OF APPLICATION.**

1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to all of Block 2 except as provided below in Paragraph 2 and all of Blocks 3 and 5 of said Sunburst Subdivision.

2. BUSINESS AREA. The business area covenants in Part D and the residential area covenants numbered 5,6,7,8 & 9 shall apply to Lots 1, 2,3,4,5, 18, 19,20,21 and 22 of Block 2.

**PART C. RESIDENTIAL AREA COVENANTS.**

1. 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 dwelling either single or multiple family not to exceed two and one-half stories in height and a private garage for not more than two cars. No trailers shall be used as residences or parked for storage on any lot.

2. DWELLING COST, QUALITY AND SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story. Double-width mobile homes shall not be less than 1000 square feet, shall be placed upon solid foundations, have the required set-backs and land area required for an erected dwelling.

3. BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than three feet to an

interior line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps and 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 lot to encroach upon another lot.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

5. NUISANCE. 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.

6. 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.

7. 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 incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.

8. 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 Sunburst Utility Corporation. Approval of such system as installed shall be obtained from such authority.

9. 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 Federal Housing Administration.

10. CURB & GUTTERS. All lots upon which residences are constructed or placed shall have concrete curb and gutters constructed to conform with the existing curbs and gutters in the sub-division. This construction must be done within one year of the residence's construction.

PART D. BUSINESS AREA COVENANTS.

1. No use of this land shall be permitted except those uses permitted land located in the Class C commercial district presently defined in the Zoning Ordinances of the Town of the City of Gillette.

Campbell County, Wyoming.

**PART E. GENERAL PROVISIONS.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots had been recorded, agreeing to change said covenants in whole or in part.

**PART F. ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

Dated this 6 day of August, 1969.

J.E. Headley  
Frances Headley

These covenants were accepted and approved by Campbell County Commissioners as a part of the <sup>Sunburst</sup> Subdivision #2 filed in May of 1963 Amended August 5, 1969.

STATE OF WYOMING }  
County of Campbell } ss.

On this 6<sup>th</sup> day of August, 1969, before me personally appeared J.E. Headley and Frances Headley, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and the effect of signing and acknowledging the said instrument.

Given under my hand and noterial seal this 6<sup>th</sup> day of August, 1969.

Jean L. Morgan



## PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions  
and Easements Affecting Property  
of J.E. and Frances Hoadley, Frank and Myrna Hoadley,  
Clyde Joseph Hoadley, and Jeannette Hoadley McChesney,  
Kenneth G. & Dorothy Thomas, and First Baptist Church,  
Owners

The undersigned, J.E. Hoadley & Frances Hoadley, Frank Hoadley & Myrna Hoadley, Clyde Joseph Hoadley, & Jeannette Hoadley McChesney, Kenneth G. Thomas & Dorothy Thomas, & the Board of Trustees, First Baptist Church of Gillette, owners of the following described real property:

Lots 4, 5, 7, 8, & 9 of Block 1, and Lots 2-7, 8, 9-13 of Block 2, all lots of Block 3, and Lots 2-9 of Block 4 of Sunburst Subdivision, Plat #4, Campbell County, Wyoming

hereby make the following declarations as to limitations, restrictions and uses to which the lots above referred may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners in said subdivision.

## 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 portions thereof set forth in the various clauses and provisions of this Declaration is located in the County of Campbell, State of Wyoming, and is more particularly described as follows:

Lots 4, 5, 7, 8, & 9 of Block 1, Lots 2 - 13 of Block 2, all lots of Block 3, and Lots 2 - 9 of Block 4, Sunburst Subdivision #4, all being lots within a tract of land situated on a part of the NE $\frac{1}{4}$  of Section 3, and the SW $\frac{1}{4}$  of Section 2 of Township 49 N, Range 72 West of the Principal Meridian.

No property other than that described above shall be deemed to this declaration, unless and until specifically made subject hereto.

## CLAUSE II

## 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 struc-

tures 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 in-harmonious 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 on Lots 4, 5, <sup>7, 8,</sup> 8, & 9 in Block 1 shall be subject to County Zoning regulations "R-3, Special" but shall specifically eliminate the use of trailers or mobile homes as residences in this area. It does not eliminate the erection of single and double-family dwellings or apartment buildings, not to exceed three stories in height.

B. The Architectural Control Committee is composed of J.E. and/or Mrs. J.E. Hoadley, a designated representative of Sunburst Water-Sewer District Board, and the County Zoning officer. 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.

C. 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.

D. 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' to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall 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.

E. No residential structure shall be erected or placed on any building site, which has an area of less than ten thousand (10,000) square feet. No lot may be subdivided without approval by the Architectural Committee.

F. 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.

G. No trailer, basement, tent, shack, garage, barn or other outbuildings 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 habitation.

H. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are to be granted when necessary prior to the time of construction of utility & drainage facilities and/or construction of a building on any building site. 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. Parking of trailer campers, truck campers, bus campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 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.

J. The parking of boats and boat trailers, and snowmobiles & carriers 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.

K. 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.

L. 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.

M. 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.

N. No lot shall be used or maintained as a dumping ground for

rubbish, trash, garbage, or other waste. Waste materials 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.

O. 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 lots 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.

P. 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 1000 square feet, and not less than 800 square feet in the case of a residential structure in excess of one story.

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

R. 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.

S. 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 Sunburst Water-Sewer District Board. Approval of such system as installed shall be obtained from such authority.

T. Sewage Disposal. Until such time as the Sunburst Water-Sewer District Board constructs and maintains a public water and sewer-drainage system, 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 water-sewer District Board. Approval of such system as installed shall be obtained from such authority.

U. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1992 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.

V. 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 described lots, 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 Joseph E. Hoadley  
Joseph E. Hoadley, Owner of Lots 4, 5, 8 & 9, Blk. 1, Lots 2-5, 7, 12 & 13 of Blk. 2, Lots 4-14 of Blk. 3, and Lots 2-9 of Blk. 4, Sunburst #4

By Frances R. Hoadley  
Frances R. Hoadley, Owner of Lots 4, 5, 8 & 9, Blk. 1, Lots 2-5, 7, 12 & 13 of Blk. 2, Lots 4-14 of Blk. 3, and Lots 2-9 of Blk. 4, Sunburst #4

STATE OF WYOMING

COUNTY OF CAMPBELL

} SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1972, before me appeared Joseph E. Hoadley, and Frances R. Hoadley, 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.

Joseph E. Hoadley  
Notary Public

My commission expires: \_\_\_\_\_

By Frank R. Hoadley  
Frank R. Hoadley, Owner of Lot 6, Blk. 2, Sunburst #4, Campbell County

By Myrna C. Hoadley  
Myrna Hoadley, Owner of Lot 6, Blk. 2, Sunburst #4, Campbell County

STATE OF WYOMING

COUNTY OF ALBANY

} SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1972, before me appeared Frank R. Hoadley, and Myrna Hoadley, 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.

Elmer C. Hoadley  
Notary Public

My commission expires: \_\_\_\_\_



By Clyde Joseph Hoadley  
Clyde Joseph Hoadley, Owner of  
Lots 9, 10, & 11, Blk. 2, Sunburst #4

STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS

On this 2nd day of February, 1972, before me appeared  
Clyde Joseph Hoadley, to me personally known to be the person who  
executed the foregoing instrument, and acknowledged that he executed  
the same as his 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.

[Signature]  
Notary Public

My commission expires:  
2-11-73

By Jeannette Hoadley McChesney, Owner  
of Lots 1, 2, & 3, Blk. 3, Sunburst #4

STATE OF MONTANA }  
COUNTY OF YELLOWSTONE } SS

On this    day of   , 1972, before me appeared  
Jeannette Hoadley McChesney, to me personally known to be the person  
who executed the foregoing instrument, and acknowledged that she  
executed the same as her 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.

[Signature]  
Notary Public

My commission expires:  
July 13, 1973



By Kenneth C. Thomas, Owner of Lot 7,  
Blk. 1, Sunburst #4

By Dorothy Thomas, Owner of Lot 7,  
Blk. 1, Sunburst #4

STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS

On this    day of   , 1972, before me appeared  
Kenneth C. Thomas, and Dorothy Thomas, husband and wife, to me per-  
sonally known to be the persons who executed the foregoing instru-  
ment, 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.

My commission expires:

    
Notary Public

By Mark H. Bundy  
Trustee, First Baptist Church,  
Owner of Lot 8, Blk. 2, Sunburst #4

By Robert L. Chitwood  
Trustee, First Baptist Church,  
Owner of Lot 8, Blk. 2, Sunburst #4

STATE OF WYOMING )  
COUNTY OF CAMPBELL ) SS

On this 1st day of May, 1972, before me appeared Mark H. Bundy and Robert L. Chitwood, Trustees of the First Baptist Church of Gillette, 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.

Robert L. Chitwood  
Notary Public

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC  
CAMPBELL COUNTY WYOMING

STATE OF WYOMING )  
Campbell County ) ss.  
Filed for record this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 1972 at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and re-  
corded in Book 252 of \_\_\_\_\_  
on page 104 Fees \$ 3.50  
\_\_\_\_\_  
County Clerk and Ex-Officio Register of Deeds  
RECORDED  
By \_\_\_\_\_  
Deputy \_\_\_\_\_  
INDEXED ✓  
CHK K-LA

457138

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR  
RESUBDIVISION OF TRACT L, SUNBURST SUBDIVISION NO. 3

PREAMBLE

Dale E. McCawley and Susan M. McCawley, being the fee owners of the following described real property located in Campbell County, State of Wyoming, same being the real property now duly replatted as the Resubdivision of Tract L, Sunburst Subdivision No. 3, as such plat is now recorded in Book 2 of Plats, Page 171 of the records in the office of the County Clerk of Campbell County, Wyoming, hereby makes the following declaration as to limitations, restrictions, and uses to which the lots constituting the resubdivision 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 all parties and all persons claiming under them, and for the benefit of limitations on all future owners in such resubdivision, to-wit:

ARTICLE I

DEFINITIONS

For the purposes of this document the following rules shall apply as to definitions and interpretation of this document:

1. Words and numbers used singularly shall include the plural and the plural the singular. Words used in the present tense shall include the future.
2. The word "persons" includes a corporation, members of a partnership or other business organizations, a committee, board trustee, receiver, agent or other representative.
3. The word "shall" is mandatory.
4. The words "use", "used", "occupy", or "occupied" as applied to any land or building shall be construed to include the words "intended", "arranged", or "designed" to be used or occupied.
5. For the purposes of this document, certain terms or words used herein shall be interpreted or defined as is defined by the Campbell County Zoning and Subdivision Regulations in effect at the time of the signing of this declaration.

ARTICLE II

PURPOSE OF COVENANTS

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 other site owners.

ARTICLE III

AREA OF APPLICATION

1. Fully Protected Residential Area. The covenants herein declared in their entirety shall apply to all of lots 1, 2,

3, 4, 5, 10, 11 and 12, lots 6 and 7 shall be zoned for parking and residential use only, excepting only lots 8 and 9 of the Resubdivision of Tract L, Sunburst Subdivision No. 3, a subdivision of Campbell County, Wyoming.

2. Commercial Area. Lots 8 and 9 of this subdivision are designated for the construction of commercial buildings.

ARTICLE IV

RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, or placed, other than one detached single-family dwelling not to exceed two and one-half (2½) stories in height and a private garage for not more than three (3) cars.

Provided, however, that mobile homes presently located on lot 2 shall be excepted out of the above-named requirements.

No residence shall be constructed containing less than 1,800 square feet of floor space, exclusive of basement area and garage area. All building shall be of conventional construction according to the edition of the Uniform Building Code which governs construction in the City of Gillette, Wyoming as of the date construction is commenced. Mobile homes and trailer homes shall not be installed within this subdivision. Construction of residences in accordance with the specifications listed herein shall be continuous and shall last no more than one year.

2. Building Locations. No building shall be located on any lot nearer to the front lot line or back lot line or nearer to the side street line than twenty-five (25) feet.

No building shall be located nearer than ten (10) feet to an interior lot line.

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.

3. Easements. Easements for installation and maintenance of utility facilities are reserved as shown on the recorded plat. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Fences are not to be located within such easements and are restricted to lot lines only.

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

By way of explanation, but not limitation, the following is deemed to be a prima facie nuisance condition, to-wit: the storage or accumulation of junk and inoperable vehicles, machinery, building materials, trash and liter and the operation of inadequately muffled motorcycles, cars and other vehicles. For purposes of this covenant, a nuisance shall be defined as such term is understood at common law.

5. 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 residence, either temporarily or permanently.

STATE OF WYOMING

Campbell County

ss.

Filed for record this 14th day of May A. D. 1979 at 10:26 o'clock A. M. and recorded in Book 466

of Phot on page 33 Fee .00

45719

6. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than nine (9) square feet advertising the property for sale.

7. 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.

8. Pets and other Animals. Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot (provided they are not kept, bred, and maintained for any commercial purposes). Except as hereinabove provided, no animals or livestock shall be brought within the properties or kept on any lot thereon.

9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in sanitary containers and such containers shall be emptied as needed. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Water Supply. No individual water-supply system shall be permitted on any lot. Individual water supply to be in accordance and under the jurisdiction of the Sunburst Subdivision.

11. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot. Individual sewage disposal to be in accordance and under the jurisdiction of the Sunburst Subdivision.

12. Sight Distance at Intersections. No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. 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 sightlines.

13. 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 parked in a neat and orderly fashion or as not to create a nuisance, and restricted to one ton or less in weight.

14. Fences. Each lot line may be circumscribed by a fence of such strength and density that animals allowed by Article IV, Section 8, whether or not they are kept, will be unable to leave the lot. Such fence will be of a high quality to preserve the tone of the subdivision and therefore barbwire fences are not permitted.

15. Utilities. All utilities, whether public or private shall be installed underground in a safe and workmanlike manner so as to maintain the scenic nature of this subdivision.

PART II

ARTICLE A

COMMERCIAL USE

No part of the residential properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance halls, or other public place of amusement, except properties may be used for a model home site and display during the construction and sales period.

ARTICLE B

COMMERCIAL AREA COVENANTS

1. Land Use and Building Type. Compliance as provided in the County of Campbell, State of Wyoming zoning regulations, General Commercial District is required and all uses listed in Section 1603 are permitted with the following exceptions:

- a. Apartments.
- b. Automobile and mobile home sales and service.
- c. Commercial garages.
- d. Kennels.
- e. Taverns and Bars.
- f. Used car lots.

2. Building Locations. Compliance as provided in Section 1606 of the County of Campbell, State of Wyoming zoning regulations, General Commercial District shall apply in regard to the front, side and rear yards of commercial establishments erected.

3. Easements. As provided in Article IV, Section 3.
4. Nuisances. As provided in Article IV, Section 4.
5. Temporary Structures. As provided in Article IV, Section 5.
6. Signs. As provided in Article IV, Section 6.
7. Oil and Mining Operations. As provided in Article IV, Section 7.
8. Pets and other Animals. As provided in Article IV, Section 8.
9. Garbage and Refuse Disposal. As provided in Article IV, Section 9.
10. Water Supply. As provided in Article IV, Section 10.
11. Sewage Disposal. As provided in Article IV, Section 11.
12. Sight Distance at Intersections. As provided in Article IV, Section 12.

13. Parking of Vehicles. Compliance as provided in Section 1608 of the County of Campbell, State of Wyoming zoning regulations is required. This includes those regulations pertaining to loading and unloading as well as those pertaining to the number of spaces to be provided by entrepreneur for parking.

14. Fences. Compliance as provided in the County of Campbell, State of Wyoming zoning regulations.

15. Utilities. As provided in Article IV, Section 15.

16. Height Regulations. As provided and in compliance with the County of Campbell, State of Wyoming zoning regulations.

ARTICLE C

GENERAL PROVISIONS

1. Further Subdivision Prohibited. No lot in this subdivision may be divided in any way to revise or alter from the description on the plat filed of record with the Campbell County Clerk.

2. Remedy of Covenants. These covenants are to run with the land and shall be binding upon all persons and all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument has been recorded and agreed to the change of said covenants in whole or in part.

3. Servability. In the event any one of these covenants, restrictions or remedies contained herein is invalidated by judgment or court order, the remaining provisions and remedies shall remain in full force and effect.

4. Enforcement. Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain a violation or to recover damages. Any person or persons violating these covenants shall be liable for all costs incurred in prosecuting and suit, including a reasonable attorney's fee and for liquidated damages in the amount of Twenty-five Dollars (\$25.00) per day until the violation is cured.

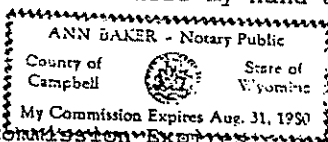
IN WITNESS WHEREOF, the fee owners, Dale E. McCawley and Susan M. McCawley have executed this Declaration of Restrictive and Protective Covenants for Resubdivision of Tract L, Sunburst Subdivision No. 3 this 14<sup>th</sup> day of May, 1979.

Dale E. McCawley )  
Dale E. McCawley )  
Susan M. McCawley )  
Susan M. McCawley )

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged to before me by Dale E. McCawley and Susan M. McCawley on this 14<sup>th</sup> day of May, 1979.

Witness my hand and official seal.



Ann Baker  
Notary Public

My Commission Expires