

THE STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

TO THE PUBLIC: DATE:

GRANTOR: Highland, Inc., a
Wyoming Corporation

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Campbell County, Wyoming, to-wit:

Highland Estates, Second Filing, an addition to the City of Gillette, Campbell County, Wyoming,

do hereby make this Declaration of Protective Covenants applicable to all of the described property.

I.
Single Family Residence

1. One Family Residences Designated in Filing: All lots designated in the filing or by appropriate zoning for single family residences shall be used for that purpose and no other. No lot shall be used except for a one family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto.

2. Dwelling Quality and Size: No dwelling shall have less than 900 square feet without a basement or 800 square feet with a basement. Tri-level houses shall have not less than 900 square feet on the upper two levels and bi-levels or split-levels shall be considered the same as a basement house with not less than 800 square feet on the main floor. A two-story house shall have not less than 750 square feet on the first floor and not less than 400 square feet on the second floor. The square footage shall be determined by measurement of the framing dimensions of the living quarters only. No storage areas or garages shall be considered in determining square footage.

3. Minimum Lot Size and Building Locations:

(A) No residential structure shall be erected or placed on any tract having less than 6,000 square feet or has a front footage of less than 50 feet at setback line.

(B) No structure shall be located closer to the front or rear lot lines than 20 feet.

(C) No structure shall be located closer than 5 feet from the side lot lines.

(D) 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 lot to encroach upon another lot.

*Amended 4/2/1099 - 5490- passed in witness, B. H. H. H.
Amended Consent 4/2/1099, 4/6/4*

II.

Multi-Family Residential Use

1. Other lots in the area designated by the plat or by appropriate zoning for use for multi-family residences shall be used for that purpose and no other. This Section shall cover multi-family rental units or units constructed for lease, rental, ownership or occupancy by public housing agencies.

2. Dwelling Quality and Size. No dwelling shall be permitted on any lot except as is authorized by provisions of the City County Plan and Ordinance as effective on the date of filing of these protective covenants.

3. Building Locations.

(A) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

(B) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. If more than one lot is used for the construction of an integrated housing facility or unit, then the perimeter lot lines of the combination of lots only shall be subject to the set back restriction of this paragraph.

(C) 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 lot to encroach upon another lot.

4. Required Appurtenances and Parking. Appurtenances shall be furnished to make the structures appropriate to the area located including specifically garages, utility structure and rear driveway entrances. No front yard parking slabs shall be permitted without specific and individual written approval by the architectural control committee. There shall be provided for each residential unit off-street parking for at least one vehicle.

III.

General Requirements for All Lots in the Subdivision

1. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph 13.

2. 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 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.

3. 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.

4. 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.

5. Parking and Non-Operative Vehicles and Facilities: 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 a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a 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.

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

6. 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.

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. 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.

9. 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 in a clean and sanitary condition.

10. 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 Campbell County, Wyoming.

11. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 25 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 10 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and Use:

(A) Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee.

(B) No overhead wires shall be allowed unless approved in writing by the Architectural Control Committee.

13. The Architectural Control Committee is composed of the following persons: Francis Ferguson, Robert Adams and Jordon C. Holland. 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. None of 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.

14. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. Term: 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 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement: In the event that any person shall violate any of the covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to

442245

STATE OF WYOMING)
)
COUNTY OF CAMPBELL) ss:

TO THE PUBLIC: DATE:

AMENDMENT OF DECLARATION
OF PROTECTIVE COVENANTS TO CHANGE
MEMBERSHIP OF THE ARCHITECTURAL
CONTROL COMMITTEE

A Declaration of Protective Covenants, as recorded in Book 379 of Photos, Page 406 et sig in the records of the County Clerk, Campbell County, Wyoming, covering the herein described property is amended as follows:

Highland Estates, Second Filing, an addition to the City of Gillette, Campbell County, Wyoming.

Francis Ferguson, following the resignation of E. Robert Adams and Jordan C. Holland, hereby designates Sidney Strand and John C. Ehlers as successor members of the Architectural Control Committee pursuant to the provisions of Section 13 of the Declaration.

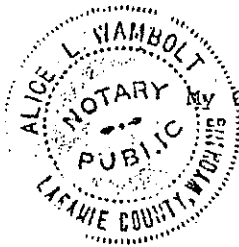
Dated this 14th day of July, 1978.

Francis Ferguson

STATE OF WYOMING)
)
COUNTY OF LARAMIE) ss:

Subscribed and sworn to before me by Francis Ferguson this 14th day of July, 1978.

Alice L. Vambolt
Notary Public



My Commission Expires: September 7, 1981

STATE OF WYOMING)
)
Campbell County) ss. 442245
Filed for record this 31st day of July
A. D., 1978 at 1:18 o'clock P. M. and re-
corded in Book 429 of Photos RECORDED
on page 390 Fees \$ 4.00 ABSTRACTED ✓
INDEXED ✓
CHECKED ✓
By Shirley E. Addison
County Clerk and Ex-Officio Register of Deeds
Deputy

442469

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

HIGHLAND, INC.

TO THE PUBLIC:

July 17, 1978

AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS

A certain Declaration of Protective Covenants, as recorded in Book 379 of Photos, Page 406 of the records of the County Clerk of Campbell County, Wyoming, is hereby amended as follows described real estate:

Highland Estates, Second Filing, an addition to the City of Gillette, Campbell County, Wyoming, as to the following listed Lots:

Lots 5, 10, 11, 12, 13, 14, 18, 19, 20, 21 and 27, Block 4; Lots 1, 3, 4, 5, 6, 9 and 10, Block 5; Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 6; Lots 1 through 11, inclusive, Block 7; and Lots 1, 2, 3, 4, 5, 8, 14, 15, and 16, Block 8.

Section 3, Paragraph 1 is amended and restated as follows:

1. Architectural Control:

(A) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision.

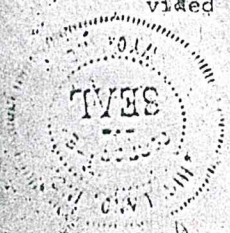
(B) All construction shall have not less than 10% brick or similar masonry external facing for the first story or to the roof like exclusive of doors, windows, eaves, or porches. Cement block, foundation, or fireplaces will not be considered as meeting these requirements. All plans pertaining to brick requirements are subject to the discretion of the architectural control committee.

(C) No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing.

(D) Procedure for approval shall be followed as provided in Paragraph 13.

HIGHLAND, INC.
By:

President



Asst. Secretary

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 18th day of July, 1978, before me appeared Francis Ferguson, to me personally known, who, being by me duly sworn, did say that he is the President of Highland, Inc., the above-named corporation, and that the seal of said corporation is affixed hereto, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 18th day of July, 1978.

Mark W. G.
Notary Public

My Commission Expires:
August 18, 1980

STATE OF WYOMING

Campbell County

Filed for record this 3rd day of AUGUST A. D. 1978 at 9:20 o'clock A M. and recorded in Book 430
of Photos on page 464 Fee \$ 6.00

Susan E. Addison
County Clerk and Ex. Office Register of Deeds

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

By _____
Deputy