

897760

UNIT ONE OF SUND OG ADDITION

Declaration of Protective Covenants for Unit One
of Sundog Addition

This declaration is made by Wm. D. Gibbs, Wm. Langdon
Gibbs, Stuart A. Powell, Joe F. Conlon, Janice C. Gregersen and
Oluf P. Gregersen Jr.

hereafter referred to as "Declarant."

The Declarant is the owner of all lands embraced in the subdivision known as Unit One of Sundog Addition, Campbell County, Wyoming, which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming. This plat is incorporated by reference in this declaration and is specifically made a part hereof in all respects, as if fully set out herein.

The Declarant intends to sell all of the lots, tracts, and parcels of land contained in Unit One of Sundog Addition.

All of the lots, parcels, tracts, and portions of this subdivision shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as 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 parcel of land therein. These covenants shall be binding on all owners of land in this subdivision and their successors in interest, regardless of how that interest is acquired. This includes among others, adverse possessors, lessees, and purchasers of mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the

Unit One of Sundog Addition.

These covenants are imposed upon the lands comprising Unit One of Sundog Addition as an obligation or charge against the same for the benefit of each and every lot and tract in the subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right to enforce the following covenants which are imposed upon each and every lot and tract in this subdivision:

Residential Restrictions

All tracts and lots shall be used only for residential purposes.

No manufacturing or commercial enterprise of any kind for profit shall be carried on in the subdivision.

Single Family Dwellings and Duplexes

Only one single family dwelling or duplex, together with associated garages, out buildings, and barns, shall be allowed on each lot.

Height Restrictions

No building shall exceed two (2) stories in height.

Minimum Floor Space

No single story family dwelling shall contain less than 950 square feet of floor area, exclusive of porches, terraces, and attached garages.

No family dwelling in excess of one (1) story shall contain less than 1600 square feet of floor area, exclusive of porches, terraces, and attached garages.

Set Back Lines

All buildings shall be located at least 20 feet from all lot lines. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

Mobile Homes and Trailer Houses

Mobile homes and trailer houses shall be allowed to

All mobile homes and trailer houses must have a minimum floor space of 950 square feet, exclusive of porches, terraces, and attached garages. After August 31, 1979, mobile homes and trailer houses shall not be used as dwellings either temporarily or permanently, and they must be removed from Unit One of Sundog Addition.

Trash Disposal

No lot shall be used as a dumping ground for rubbish or debris. Trash, garbage, and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of waste materials shall be kept clean and sanitary.

Animals

Animals may be kept and raised only for family use and enjoyment. All animals shall be confined by a fence, corral, or enclosure sufficient to restrain them. Areas where animals are confined shall be kept in a clean and sanitary condition.

Sewage System

All sewage disposal systems must comply with the Minimum Standards for Private Sewage Disposal Systems published by the Wyoming Department of Health & Social Services, Division of Health and Medical Services.

Duration

These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of ten (10) years from the date of these covenants. These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument repealing these covenants has been signed by two-thirds (2/3) of the then owners of lots. This instrument must be recorded in the office of the County Clerk of Campbell County prior to the extension date.

Severability


In the event any of these covenants, restrictions, or

remedies contained in this declaration is invalidated by judgment or court order, the remainind provisions and remedies shall remain in full force and effect.

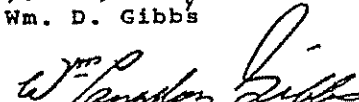
Enforcement

If the parties to this declaration or their heirs or assigns or any owner of land in this subdivision violate or attempt to violate any of these covenants while the covenants are in effect as provided above, any owner of any lot in the subdivision may 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 covenant or to recover damages for such violation.

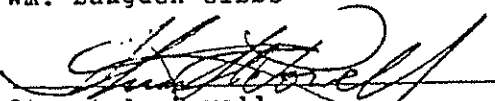
IN WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants for Unit One of Sundog Addition this 25th day of August, 1975.



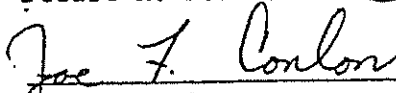
Wm. D. Gibbs



Wm. Langdon Gibbs



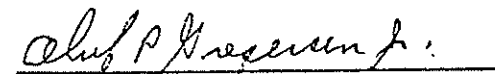
Stuart A. Powell



Joe F. Conlon



Janice C. Gregersen



Oluf P. Gregersen Jr.

STATE OF WYOMING)
Campbell) ss.
COUNTY OF ~~SHERIDAN~~)

The foregoing instrument was acknowledged before
me by Wm. D. Gibbs, Wm. Langdon Gibbs, Stuart A. Powell, Joe F.
Conlon, Janice C. Gregersen and Oluf P. Gregersen Jr.
this 25th day of August, 1975.

Witness my hand and official seal.



Anna L. Carson
Notary Public

My Commission expires: March 30, 1977

STATE OF WYOMING }
Campbell County } ss.
ed for record this 29th day of September A. D. 19 75 at 9:44 o'clock A M. and recorded in Book 329
Photos on page 594 Fees \$ 9.78
Spencer A. Hayden RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
By Lincoln H. Whitman
Deputy 397750
CHECKED