

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR**

**MESA VERDE ESTATES**

Situated in the South 1/2 of Section 15, Township 15 North, Range 73  
West of the 6th P.M., Albany County, Wyoming.

**ARTICLE 1**

**COVENANTS**

1. **Purpose, Uses.** It is the purpose and intent of this Declaration to protect and enhance the value and attractiveness of and promote the harmonious use of the Property for residential purpose. Only one (1) single family dwelling is permitted on the Property. Mining, business enterprises, commercial, industrial, church, school, or governmental use is specifically prohibited.
2. **Preservation of Lands and Scenery.** Re-vegetation of disturbed areas is required and no clear cutting of vegetation is allowed except for house sites, access to sites, and utility easements. No refuse pile or unsightly accumulations of objects shall be allowed to be placed or to remain anywhere on the Property. Unlicensed or non-operational automobiles, trucks, abandoned machinery and building materials will not be permitted to be stored on the premises at any time unless such items are placed totally out of view in an approved structure. In the event that the Tract Owner fails or refuses to keep the Property in acceptable condition under this paragraph, ten days after receiving written notice, then Jim Sweckard may enter upon such lands and remove the refuse, objects, or vehicles at the expense of the Tract Owner and such entry shall not be deemed a trespass. In the event of such entry, the Tract Owner will be assessed for the costs of restoring the condition of the Property and such amount shall be due and payable within thirty (30) days after the Tract Owner receives the assessment.
3. **No Further Subdivision.** The Property shall not be further divided to create additional lot(s) or tract(s).
4. **Building Type, Size, Use and Location.** No structure shall be erected, placed or altered on any lot until the complete construction plans and specifications and a plan showing the location of the structure on the site have been approved by Jim Sweckard.

There will be only one (1) residential dwelling per tract or lot. Such dwelling will be for single family occupancy, single level, ranch-style, basement allowed, and will have a minimum of 1800 square feet of finished living space on the first level above grade. All dwellings must be of new construction. All exterior surfaces are to be Stucco and Brick, with dimensional shingles. Plywood will not be acceptable as an exterior siding. No temporary or movable structures may at any time be used as a residence, including, but not limited to,

travel trailers or recreational vehicles. No mobile homes, factory built, or modular homes are permitted.

Any building or structure being constructed must be completed within one (1) year after such construction is commenced.

Only accessory buildings and structures which are incidental to the residential, including but not limited to, garages, private workshops, barns, or corrals may be constructed. Maximum square footage of a garage, barn or storage building will be 3,000 square feet and eaves proportional to the surrounding buildings, and the same architectural requirements stated above must be followed. No more than one (1) out building will be allowed. Buildings and materials such as pole barns, metal buildings, used for such construction must be approved by Sweckard Construction.

No permitted dwelling or accessory building or structure will be located closer than one hundred (100) feet from the boundary line of any lot or tract or as to interfere with any right of way easement.

**5. Utilities.** All utilities and service lines shall be underground.

**6. Fences.** A boundary fence around the seven (7) acre site is allowed. No fence shall be constructed to interfere with access easements. New or like new material must be used in fence construction and the materials must be approved by Jim Sweckard. No railroad ties shall be used in the construction of fences and no barb-wire shall be used in any fences.

**7. Animals.** Animals may be kept on the property. Household pets are limited to dogs, cats, and 4-H animals. Up to two (2) horses may be maintained on the property. All animals shall be maintained on the property in a sanitary and well cared for condition. No animal will be allowed at any time to run free, or roam at large.

**8. Shared Well.** The conveyed property of Mesa Verde Subdivision, Albany County, Wyoming, has the right to the use of the shared domestic well (permit # U.W. 173877-Sweckard Pope 1). The lot owners initial regular assessment (for the upkeep and maintenance of the well and common water line) shall be \$350.00 per year, due and payable to Jim Sweckard on the 1<sup>st</sup> day of January of each year. The lot owner shall be responsible for the maintenance of their water line from the point where their water line connects to the shared water line at the curb stop in the easement at the back of Mesa Verde Subdivision.

The seller reserves a permanent non-exclusive easement over, under and across the southerly 75-foot of the above conveyed property for the purpose of the placement and maintenance and maintenance of the shared water line.

**9. Architectural Control Committee.** The Architectural Control Committee (which includes the maintenance, upkeep and oversight of the common well and common water line) is composed of Jim Sweckard. At which time that all five residences are built and connected to the common well (or sooner at the discretion of Jim Sweckard), a Homeowners Association will be formed, composed of one member from each affected lot, to enforce the Covenants, resolve disputes, make decisions in regards to the common well and common water line, and collect the annual

water assessments (for the payment of the well's electric bill and any up keeping of the well). The Architectural Control Committee will provide each affected lot owner an annual accounting on the income and expenses on the well and common water line.

The covenants and restrictions shall run with and bind the land. They may be amended by an instrument signed by not less than three-quarters (75%) of the affected owners, and shall become effective upon being recorded in the office of the County Clerk for the Albany County, Wyoming.


ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

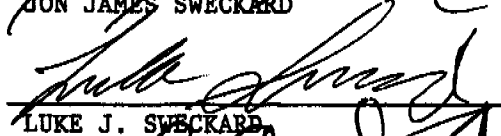
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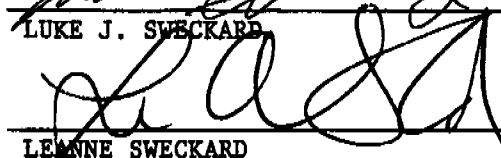
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IN WITNESS WHEREOF, the undersigned Declarants of Mesa Verde Estates have set their hands and seals this 21 day of September, 2007.


  
\_\_\_\_\_  
JON JAMES SWECKARD


  
\_\_\_\_\_  
LUKE J. SWECKARD


  
\_\_\_\_\_  
LEANNE SWECKARD

  
\_\_\_\_\_  
RICHARD G. BARBER

  
\_\_\_\_\_  
MEGAN L. BARBER

  
\_\_\_\_\_  
THOMAS DEL VECCHIO

  
\_\_\_\_\_  
AMY LYNN DEL VECCHIO

  
\_\_\_\_\_  
LYMAN L. MCDONALD

  
\_\_\_\_\_  
MARGIE B. HUNT MCDONALD

STATE OF WYOMING)  
 ) SS.  
COUNTY OF ALBANY

The foregoing was acknowledged before me this 21 day of September,  
2007 Jon James Sweckard.

Witness my hand and official seal.



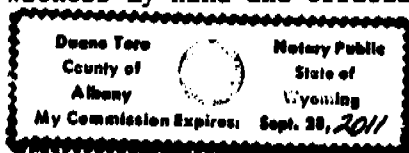
Jackie R. Gonzales  
Notary Public

My Commission Expires: 9-28-2011

STATE OF WYOMING)  
 ) SS.  
COUNTY OF ALBANY

The foregoing was acknowledged before me this 21 day of September,  
2007 Luke J. Sweckard.

Witness my hand and official seal.



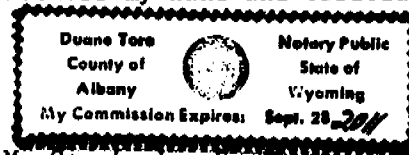
Jackie R. Gonzales  
Notary Public

My Commission Expires: 9-28-2011

STATE OF WYOMING)  
 ) SS.  
COUNTY OF ALBANY

The foregoing was acknowledged before me this 21 day of September,  
2007 LeAnne Sweckard.

Witness my hand and official seal.



Jackie R. Gonzales  
Notary Public

My Commission Expires: 9-28-2011

STATE OF WYOMING)  
 ) ss.  
COUNTY OF ALBANY

The foregoing was acknowledged before me this 1 day of October,  
2007 Richard G. Barber.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission Expires: 9-28-2011

STATE OF WYOMING)  
 ) ss.  
COUNTY OF ALBANY

The foregoing was acknowledged before me this 1 day of October,  
2007 Megan L. Barber.

Witness my hand and official seal.



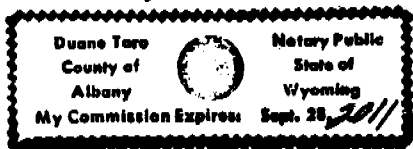
[Signature]  
Notary Public

My Commission Expires: 9-28-2011

STATE OF WYOMING)  
 ) ss.  
COUNTY OF ALBANY

The foregoing was acknowledged before me this 1 day of October,  
2007 Thomas Del Vecchio.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission Expires: 9-28-2011



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#2008-4338 7 OF 7

STATE OF WYOMING)

) ss.

COUNTY OF ALBANY

The foregoing was acknowledged before me this 1 day of October,  
2007 Amy Lynn Del Vecchio.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission Expires: 9-28-2011

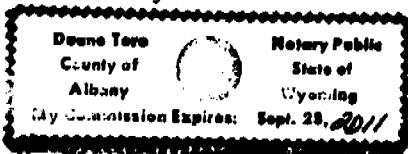
STATE OF WYOMING)

) ss.

COUNTY OF ALBANY

The foregoing was acknowledged before me this 21 day of September,  
2007 Lyman L. McDonald.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission Expires: 9-28-2011

STATE OF WYOMING)

) ss.

COUNTY OF ALBANY

The foregoing was acknowledged before me this 21 day of September,  
2007 Margie R. Hunt McDonald.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission Expires: 9-28-2011