

SUNSET ACRES  
Protective Covenants

DECLARATION OF PROTECTIVE COVENANTS

COUNTY OF ALBANY )  
STATE OF WYOMING ) ss.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the Declarant, Sunset Acres, a partnership, hereinafter sometimes called Subdivider, is the owner of all parcels in Sunset Acres Subdivision, situate in the County of Albany and State of Wyoming.

Now therefore, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns, claiming by, through or under such grantees) or deeds to tracts in said tract of land, said Subdivider hereby declares to and agrees with each and every person who shall be or shall become owner of any said tracts, in addition to the ordinances of the County of Albany, Wyoming, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of all land in Sunset Acres. As restrictions are minimal, property owners can enjoy their property in attractive surroundings free of nuisances, undue noise, and danger. It is intended that the natural environment be disturbed as little as possible, including no change in the drainage topography.

2. BUILDING TYPE AND USE. All tracts shall be used

only for single family residential homes and country estates or leisure time homes, or newly constructed off-site homes, may be placed in Sunset Acres subject to approval by the Architectural Control Committee. No mobile homes, either single or double-wide shall be placed on Sunset Acres. Only dwellings not to exceed two and one-half (2½) stories in height as measured from high-point of finished grade, including basement and a private garage or carport shall be erected, altered, covered, placed or permitted to remain on Sunset Acres. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house shall be permitted, subject to approval of the Architectural Control Committee.

3. DWELLING SIZE. The ground floor area of the main structure, exclusive of open porches, garages, and basements, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 900 feet for dwelling of more than one story. The Architectural Control Committee is empowered in its sole discretion to approve or disapprove plans for any dwellings not fitting the above descriptions.

4. DWELLING LOCATION. Dwellings will be set back at least fifty (50) feet from front, side and rear lot lines. The exterior of each dwelling or other structure located on any lot shall be maintained in good repair. Exterior colors shall be those colors commonly known as earth tones unless specific permission to use another color is granted in advance by the Architectural Control Committee. Setback requirements as set forth above may be adjusted by the Architectural Control Committee in cases of extreme topographic limitations.

5. EXCEPTIONS TO SETBACK RESTRICTIONS. Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed, and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure, view, or reasonable privacy of adjoining or facing properties as shall be determined by the

Architectural Control Committee. No construction of this type may be erected without the advance written approval of the Architectural Control Committee. No structure, wall, fence or hedge over six (6) feet in height, with the exception of trees, shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of a dwelling house, the location of which shall be governed by the provisions of Covenant 4 preceding.

6. EASEMENTS. Easements for installation and maintenance of utilities, roadways, driveways, and such other purposes incident to development of the property are reserved as described or shown on the recorded plat. Such easements will be kept open and readily accessible, except where perimeter fencing is permitted.

7. TEMPORARY RESIDENCES. No structure or temporary character, basement, trailer, tent or accessory building shall be used on any tract as a residence, temporarily or permanently, except that Subdivider or the Architectural Control Committee may grant a permit for such use and location during the construction phase of the permanent dwelling, such permit to be in writing and with a time limitation. This covenant does not preclude vacation camping or vacation use for short periods by tract owners and their families.

8. TIME OF CONSTRUCTION. Once construction shall have been initiated on any structure which has been previously approved by the Architectural Control Committee, construction of that particular structure, wall, fence, residence, ancillary building or other structure, shall be completed within one (1) year of the time such construction was initiated, except that the Committee may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

9. HOMEOWNERS ASSOCIATION. A homeowners' association may be formed by residents in Sunset Acres, and the sole qualification for membership shall be ownership of an interest in any lot in Sunset Acres. Purposes of such an association could be government, road maintenance and improvement of properties, recreational enjoyment, development of a community center or natural area, etc. If the owners of a majority of the lots elect to form such an association, then all owners will agree to become members and to be subject to such assessment as may be fixed by the Board of Directors of said Homeowners Association. The assessment shall be not more than \$100.00 per tract per year through January 1, 1990, and afterwards may be increased or decreased by two-thirds vote of all tract owners on an annual basis. Enforcement of protective covenants will lie initially with Subdivider then with the Architectural Control Committee as hereinafter to Defendant in a timely manner, and finally with the Homeowners Association in conjunction with the Architectural Control Committee.

10. ARCHITECTURAL CONTROL COMMITTEE.

a. PURPOSE. To assure, through intelligent architectural control of building design, placement and construction, that Sunset Acres shall become and remain an attractive community, and to uphold and enhance property values.

b. MEMBERSHIP. The Architectural Control Committee is composed of three (3) persons appointed by Subdivider, provided, however, that after the erection of five (5) complete dwelling units within the subdivision, the owners of said units will elect the members of said Committee. Any person elected by plurality from among the candidates may serve. Terms of membership on the Committee is for one to three years. At the first election one member is elected for three years; one member for two years and one for a one year term. Each succeeding year one new member is elected to maintain continuity. 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.

c. **AUTHORITY.** No structure, including walls and fences shall be erected, converted, placed, added to or altered on any lot until the construction plans, specifications (to include samples of exterior materials and colors to be used) and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Consideration will be given to quality of workmanship and materials, harmony of external designs with existing structure, location with respect to other structures (actual and planned), topography, and to finished grade elevation. Disapproval of plans and specifications may be based on any grounds including purely aesthetic grounds. Structural and color schemes will be compatible with the natural environment of the subdivision.

d. **PROCEDURE.** Contact with the Architectural Control Committee will initially be made through the Subdivider. The Committee's approval or disapproval as required in these covenants shall be in writing. Should the Architectural Control Committee or its successor fail to approve or disapprove the plans or specifications submitted to it by the owner of a tract or tracts within the subdivision within thirty (30) days after written request is delivered to any member, then approval shall be deemed to have been given. No building or other structure shall be erected or allowed to remain on any tract which violates any of these covenants or restrictions herein contained.

11. **ROADS.** The roads within the Subdivision shall be considered as private roads for private use of the owners of the tracts comprising the Subdivision, their invitees, employees, and licensees. The maintenance of the private roads shall be the responsibility of the Homeowners Association, and each of the

owners shall be liable for prorata charges assessed by said Homeowners Association at its registered office. In the event that any tract owner shall fail to make his annual payments as assessed, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations, by-laws and articles of the Homeowners Association shall govern the construction, operation and maintenance of roads within the subdivision. The covenant shall run with the land.

12. DRIVEWAYS AND ACCESS ROADS. An approved culvert of a minimum size of twelve (12) inches shall first be installed by the owners where necessary to provide drainage along the adjacent access road.

13. OBSTRUCTIONS TO VISION AT INTERSECTIONS. No fence, wall, hedge, tree or shrub planting shall be permitted or placed on any lot in such a manner that it obstructs sight from moving vehicles at the intersection of roads and roadways.

14. SIGNS. All signs displayed upon any of the premises or tracts, must be first approved in writing by the Subdivider or by the Architectural Control Committee. This covenant does not preclude the display of reasonable size builders or realty-type signs, or small professional signs. Subdivider reserves the right, to require modification or removal of such signs if deemed not in keeping with the area and subdivision decor.

15. VEHICLE PARKING. No vehicles, trailers or vehicular equipment shall be habitually parked along any public road. Camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups will not be stored in view on the street side of any house and Subdivider or Architectural Control Committee may require their being moved if, in their sole discretion, they find that such location is not in keeping with the tenor and tone of the community.

16. NUISANCE. Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activities or commercial business trade shall be carried on upon any tract. Quiet home businesses (or occupations) which do not detract from the peaceful residential neighborhood setting shall be allowed, so long as they do not generate daily and excessive business traffic to the subdivision. Obnoxious behavior on property with motor vehicles, whether from careless driving or from excessive noise, is prohibited. Large automatic 24 hour yard lights shall be prohibited. Woodstoves shall be efficient to minimize pollution. Subdivider or Architectural Control Committee is empowered, in their sole discretion, to make decisions on any other activities or commercial business not fitting the above descriptions.

17. FIREARMS. Discharge of firearms within the subdivision is prohibited.

18. CLOTHES DRYING AREA. Outdoor clothes drying will be permitted only in the yard of the house away from the street, and in the case of corner lots must be not closer than sixty (60) feet from the side street line. All such clothes drying areas will be concealed by privacy fence or otherwise so as not to be visible from public streets or adjoining properties.

19. WATER. Wells to obtain water shall comply with the requirements of the State of Wyoming and the Albany County Health Officials and is limited to one (1) well per tract. The well head shall not be closer than 100 feet to the leach field of the sewage disposal system. No irrigation wells are permitted for the watering of more than one acre per tract.

20. SEWAGE DISPOSAL SYSTEM. At the time the plans and specifications are submitted to the Architectural Control Committee for approval of the building of any structure or structures, the person or persons submitting such plans and

shall be located or placed closer than fifty (50) feet to any home or to any adjoining lot line, or closer than sixty (60) feet to any public street. County regulations placed upon location and maintenance of stable facilities, if more stringent, will apply. Stables, barns, horse sheds and corrals will be of finished construction and natural colors. All horses will be kept in corrals not to exceed 1,600 square feet per horse, but can graze within the owners tract. No horses are permitted to be housed within sixty (60) feet of any access roads within the subdivision. All stables, corrals or any structure for the housing or feeding of horses shall be approved in writing as to location, design and color by the Architectural Control Committee and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract, then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole. Dogs will be under the control of the owner at all times; they will not be allowed to run free. This covenant is not intended to prohibit 4-H or similar noncommercial limited projects.

23. RESERVED RIGHT OF SUBDIVIDER. Subdivider, its successors or assigns, expressly reserves the right to:

a. From time to time to amend or revoke any protective covenants then in existence, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without written consent of the then owners of any such tracts.

b. To enter into agreements with the purchaser of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreements in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable by the original Subdivider, its successors or



assigns on all other lots located in the said subdivision and the grantees of such other lots, except as against the lot where such deviation is permitted.

c. To sell large portions of Sunset Acres area land, which may be excluded from the provisions of these covenants, and to place such restriction thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

d. To specify that covenants do not apply to certain tracts designated by the Subdivider for special use.

e. To maintain advertising, entrance, safety and directional signs throughout the subdivision.

24. RE-SUBDIVISION OF LOTS. No tract may be subdivided, whether by partition or otherwise, without the specific approval of the Subdivider or assigns.

25. TERM OF COVENANTS. These covenants and restrictions are to run with the land and shall remain in full force and effect to twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or in part.

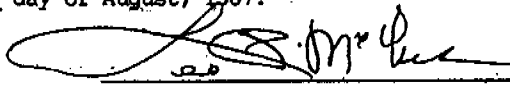
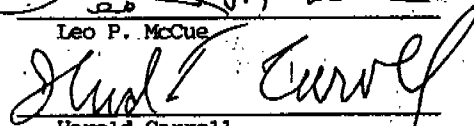
26. ENFORCEMENT AND SEVERABILITY. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner. The invalidation by any court of any restriction herein contained

shall not in any way affect any of the other restrictions, which shall remain in full force and effect. After fifty (50) percent of all tracts are sold, tract owners may form an owners association and assume responsibilities of enforcing these covenants. Property owners in Sunset Acres expressly agree to abide by injunctions, without necessity of bond, in order to simplify Judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation and a violation is established, the violator(s) shall pay costs of the enforcement proceedings, including attorneys fees.

27. AMENDMENT. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy-five (75) percent of the privately owned land included within the boundaries within the Subdivision.

28. SUBDIVIDER MAY ASSIGN. Sunset Acres may assign any and all of its rights, powers, obligations, and privileges under this instrument to any other corporation, partnership, association or person.

IN WITNESS WHEREOF, Leo P. McCue and Harold Carroll have hereunto set their hands and seals this 31<sup>st</sup> day of August, 1987.

  
Leo P. McCue  
  
Harold Carroll

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF ALBANY )

The foregoing instrument was acknowledged before me by Leo P. McCue and Harold Carroll this 31<sup>st</sup> day of August, 1987.

WITNESS my hand and official seal.

  
Diana R. McCarty  
Notary Public

My commission expires: Aug 6, 1988

90 SEP 14 PM 1:24

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANT

AND/OR RECORD IN  
MICROFILM RECORDS  
LINDA C. DARR, T.C.U. CLERK

THIS AMENDMENT to that certain document entitled Declaration  
of Protective Covenants filed for record August 31, 1987 in Book 377 at  
page 732 of photorecords at the Albany County Clerk is as follows:

1. Paragraph 22, page 9 of the original covenants is hereby  
deleted in its entirety.

IN WITNESS WHEREOF, Leo P. McCarroll and Howard Carroll have  
hereunto set their names this 14th day of September, 1990.

*Amended*

*Leo P. McCarroll*  
Leo P. McCarroll  
*Howard Carroll*  
Howard Carroll

STATE OF WYOMING

COUNTY OF ALBANY

Subscribed and sworn to before me by  
Leo P. McCarroll and Howard Carroll on this 14th day of September, 1990.

*Leo P. McCarroll*  
*Howard Carroll*  
Notary Public  
ALBANY COUNTY WYOMING

Commission Expires

*July 1991*

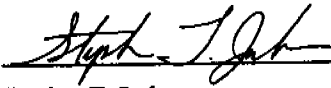
AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

THIS AMENDMENT to that certain document entitled Declaration of Protective Covenants filed for records August 31, 1987 in Book 377 at page 732 of photorecords at the Albany County Clerk is as follows:

1. Paragraph 2, pages 1-2 of the original covenants is hereby replaced in its entirety by the following:

**BUILDING TYPE AND USE.** All tracts shall be used only for single family residential homes and country estates or leisure time homes, which may be placed in Sunset Acres subject to approval by the Architectural Control Committee. No mobile homes, either single or double-wide shall be placed on Sunset Acres, nor shall manufactured housing be permitted, except on lots purchased before 15 April 2000. Only dwellings not to exceed two and one-half (2½) stories in height as measured from high-point of finished grade, including basement and a private garage or carport shall be erected, altered, covered, placed or permitted to remain on Sunset Acres. All dwellings shall be constructed in accordance with Uniform Building Code (UBC) specifications. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house shall be permitted, subject to approval by the Architectural Control Committee. The total footprint area occupied by any single ancillary building shall not exceed 80% of that of the dwelling. The total footprint area occupied by all ancillary buildings shall not exceed 150% of that of the dwelling.

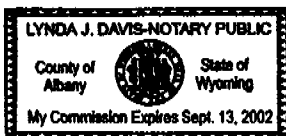
IN WITNESS WHEREOF, Stephen T. Jackson has hereunto set his name upon this 10<sup>th</sup> day of April, 2000.

  
Stephen T. Jackson

COUNTY OF ALBANY     )  
  ) ss.  
STATE OF WYOMING    )

The foregoing instrument was acknowledged before me by Stephen T. Jackson this 10<sup>th</sup> day of April, 2000.

WITNESS my hand and official seal.



  
Notary Public

Commission expires: 9/13/2002

SUNSET ACRES  
Protective Covenants

DECLARATION OF PROTECTIVE COVENANTS

COUNTY OF ALBANY )  
 ) ss.  
STATE OF WYOMING )

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