

576285

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DECLARATION OF PROTECTIVE COVENANTS
FOR
TE-KE-KI OF WYOMING, UNIT NO. 1

a portion of the Southwest quarter of Section 3,
Township 22 North, Range 71 West of the 6th P.M.,
Albany County, Wyoming

WHEREAS, GLENCO DEVELOPMENT CO., INC., a Missouri corporation (hereinafter referred to as "Owner") is the owner of the TE-KE-KI of Wyoming, Unit No. 1, Albany County, Wyoming, and

WHEREAS, it is the desire of the Owner to maintain the said real property as a first class condominium complex development over-all.

NOW, THEREFORE, the Owner, for itself, its successors, grantees or assigns, does hereby impose upon said real property the following conditions and protective covenants as follows:

1. Residential Usage: Each site is hereby restricted to "condominium" residential usage only and in no wise may be used for any commercial purposes nor for any type or kind of equipment of material storage. Further, no temporary structure, basement, tent, garage, barn, or other out-buildings shall be used on any site at any time as a residence, either temporary or permanent. The exterior construction of all buildings must be completed, including treating or painting of wood, before occupancy.

2. Easements: An easement and right of way five feet in width along all site boundaries for use of utility service lines and for the construction, erection, and maintenance thereof; together with the right of ingress and egress thereto is hereby reserved, together with easements as shown on the recorded plat.

Within these easements, no structure, planting or other materials shall be placed, planted or permitted to remain which shall interfere with the installation or maintenance of utilities, or which may change the flow of water through the drainage channels in the easements or cause any interference therewith. At such time as a condominium complex is constructed, this covenant shall no longer apply to interior lots in said complex.

3. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except dogs, cats, other household pets.

4. Natural Foliage: No natural foliage or trees may be removed, destroyed, cut down or mutilated on any lot or wilderness area unless such foliage shall interfere with the construction of a residence or installation of utilities on any lot, then approval of the architectural committee shall be required.

5. Sight Distance at Intersections: No fence, wall or shrub planting which obstructs the view between two feet and six feet high about the roadways shall be placed or permitted to remain on any corner lot in an area formed by a radius on the inside of the corner which would make a circle of 40 feet, unless the foliage line is maintained at a sufficient height so as not to obstruct such sight lines.

6. Driveways: All driveways shall be located so as to allow minimum water run-off, and erosion and culverts of 12 inches diameter or more shall be installed wherever driveway crosses barrow pits.

7. Building Location. No building shall be permitted on any building lot nearer to the front building line set back than a minimum of 10 feet.

8. Nuisance: The owner of any lot shall not suffer or permit any noxious or offensive activity to be conducted or carried on or practiced thereon in any dwelling, other building on the lot or on the vacant portion of the lot.

9. Temporary Structures: No temporary structure or portion of any building, basement, garage, or dwelling shall be occupied as living quarters until the exterior of the building has been fully completed and any building commenced must be fully completed within one year from the start of construction. No temporary structures or temporary in character, trailer, mobile home, basement, shack, tent, garage, or barn shall be used on any lot at any time as a residence.

10. Signs: No sign of any type shall be displayed to the public view on any lot except signs used to advertize the property for sale and such sign shall not exceed six (6) square feet in area, and signs placed by the builder or developer offering the property for sale shall be permitted until the area has been completely sold out.

11. Oil and Mining Operations: No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure for use in boring for oil, natural gas may be erected or maintained on any lot.

12. Waste Disposal: Waste and trash shall be kept in covered sanitary containers. No area on any site will be used as a dump for any kind of waste or trash. Each residence shall be provided with a garbage disposal unit.

13. Architectural Control Committee: The Architectural Control Committee is composed of the current Board of Directors of GLENCO DEVELOPMENT CO., INC. A majority of the Committee may designate a representative to act for it.

14. Architectural Control: No residential building, wall, fence or other structure shall be erected, placed, altered or permitted on any lot until construction plans and specifications showing the kind of materials, shape, height, floor plans and exterior design have been submitted to and approved in writing by

the Architectural Control Committee as to the workmanship quality of materials and harmony of design with that of existing structures and general site topography. No fence or exterior wall shall be erected, placed or altered on any lot nearer to any street than the building set back line and shall not exceed six (6) feet in height and shall be so designed to meet with the approval of the Architectural Control Committee as to the regulations stated in this paragraph. Approval shall be as provided for in the following paragraph setting forth the duties of the Architectural Control Committee.

15. Construction: All residences must meet specifications and codes of Albany County and State of Wyoming. No construction shall be commenced until water and sewer systems have been completed by owners and ready for use, and no septic tanks or cesspools will be permitted. Once work has begun on any structure, construction must be pursued to completion with all due diligence, being completed within one year. Further, all exteriors shall be only of stone, stone veneers, brick, brick veneers, wood siding or log siding. No imitation brick siding, metal siding, tar paper, asbestos shingles or concrete blocks will be allowed. Living area shall be not less than 900 square feet for single story residences. For two-story residences 600 square feet on the first floor and 300 square feet minimum on the second floor. In determining the requirement of "finished living area" no credit shall be allowed for attached garages, basements, open porches, or patios. Only new construction will be allowed; no older buildings may be moved onto any site.

16. Fireplaces, etc.: All fireplaces, chimneys, barbeques, and incinerators shall be equipped and maintained with spark arresting screens.

17. Water and Sewer: The Owner may organize water and sewage disposal districts and the bonds, if any, issued with respect thereto shall constitute a lien on all lots within the subdivision until said bonds are paid and redeemed.

18. Roads and Streets: The Owner may construct the roads and streets within the subdivision in accordance with the regulations of the Board of County Commissioners of Albany County, Wyoming.

19. Condominium Association: Prior to commencement of construction of the first condominium complex in the subdivision, the Owner shall organize a nonprofit corporation which shall adopt bylaws and a second condominium declaration which shall provide for future control of roads, water and sewage disposal systems, park and other public areas and common condominium elements within the subdivision. Owner reserves the right to rescind said condominium declaration. If requested by Owner, each owner of a lot in the subdivision agrees to execute the condominium declaration. Each condominium owner shall be a member of said Condominium Association and entitled to vote as provided therein, and each lot or condominium owner shall be bound by the actions of the Condominium Association and by the terms of the Condominium Declaration.

20. 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 ten years, unless an instrument signed by a majority of the then owners of the condominiums has been recorded, agreeing to change said covenants in whole or in part.

21. 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 recover damages.

22. Severance: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this document is executed by the undersigned this 26 day of July, 1971.

GLENCO DEVELOPMENT CO., INC.,
a Missouri corporation

By [Signature]
President

ATTEST:
[Signature]
Secretary

STATE OF COLORADO }
CITY AND COUNTY OF DENVER } SS.

The foregoing document was acknowledged before me this 26 day of July, 1971, by [Signature] as President of Glenco Development Co., Inc., a Missouri corporation.

WITNESS my hand and official seal.

My commission expires: 9-14-71

JAMES E. CUNNINGHAM
NOTARY PUBLIC
STATE OF COLORADO

[Signature]
Notary Public