

STATE OF WYOMING
COUNTY OF ALBANY
THIS INSTRUMENT IS FILED FOR
RECORD & PUBLIC INFORMATION
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PROTECTIVE COVENANTS
MEADOWLARK ACRES/
VIRGINIA ESTATES

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WHEREAS, the undersigned are the owners of real property located in the County of Albany, State of Wyoming, legally described in Exhibits "A" and "B" attached hereto and incorporated herein by reference and hereinafter referred to as the "Property"; and

WHEREAS, the undersigned desire to provide for the maintenance of roads and fire tank and desire to establish certain standards by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property, and to that end, establish the covenants, restrictions, easements, charges, and liens as hereinafter set forth, together with such additions as may hereinafter be made thereto; and

WHEREAS, the undersigned deem it desirable, for the efficient preservation of the values and amenities of the Property, to create an Association that is delegated and assigned the powers and duties of maintaining and administering the road and fire tank, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the undersigned will form the Meadowlark Acres/ Virginia Estates Association, hereinafter referred to as the "Association", for the purpose of exercising the functions aforesaid;

THEREFORE, the undersigned do hereby publish and declare that, in addition to the ordinances of the County of Albany, State of Wyoming, the following terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, locations, and obligations shall be deemed to run with the land and shall be a burden and benefit to the undersigned, their successors and assigns, and any person or entity acquiring or owning an interest in the real property and improvements, their successors and assigns.

1. MEADOWLARK ACRES AND VIRGINIA ESTATES ASSOCIATION

A. FORMATION OF ASSOCIATION---At such time as three-

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fourths (3/4) of the lots have been sold, the undersigned shall be responsible for properly notifying the landowners and thereafter, conducting a meeting of the landowners for the purpose of formally establishing the Meadowlark Acres/Virginia Estates Association and electing officers. A copy of the minutes of said meeting including a list of all landowners present and officers elected shall be submitted to the Albany County Planning Office by the Secretary of the Association.

B. MEMBERSHIP AND VOTING RIGHTS---Every owner of a lot within the Property shall become a member of the Association upon acquisition of said lot. Membership shall be appurtenant to and may not be separated from ownership of the lot. Membership shall pass with the sale of a lot, which sale may be by deed or installment land contract. Each owner shall have one (1) vote per lot owned and shall be entitled to vote at each and every meeting of the Association where a matter to be voted on is presented. When more than one (1) person or entity holds a beneficial interest in a lot, as a joint tenant, tenant in common, or otherwise, all such persons shall be members of the Association but shall be considered as only one (1) owner for voting purposes.

2. MEADOWLARK ACRES AND VIRGINIA ESTATES

A. LAND USE AND BUILDING TYPE---No building shall be erected, placed or permitted to remain on any lot except a single-family dwelling with a private attached or unattached garage, unattached pump house, non-residential outbuildings and structures such as a barn, stable or corral for use specifically in connection with the care of livestock, poultry, dogs or cats permitted under these covenants. The Albany County Land Use Management System states, "No lots in a recorded subdivision may be further subdivided," hence, no lot shall be further divided to create additional lot(s) or tracts(s) unless authorized by, and in accordance with all requirements of, ordinances of the County of Albany, State of Wyoming and approved by a vote of three-fourths (3/4) of the then landowners.

B. STRUCTURE QUALITY AND SIZE---No family dwelling

shall be permitted on any lot where the ground floor area of the structure, exclusive of awnings, cornices, canopies, porches and garages, is less than 1300 square feet in the case of a one (1) story structure, or less than 1000 square feet in the case of a dwelling which is more than a one (1) story structure provided that the total area of both stories is not less than 1,500 square feet. In the case of a split-level structure, the lower floor of which is not over twenty-four (24) inches below the finished grade, and where there is less than a story height difference in levels, the lower floor shall be considered as the ground floor area. A split-level structure of three (3) levels, with one (1) level directly above another, shall be considered as a structure of more than one (1) story. No building, outbuilding, or structure of any kind that has been used in another location shall be moved onto any lot. No building, outbuilding, or structure of any kind shall be constructed, or partially constructed from previously used materials, except for used brick or stone. All structures must strictly comply with all building codes and other regulations of the County of Albany, State of Wyoming. All lawns and building exteriors shall be maintained.

A water or sewer facility constructed or installed by a landowner on any lot shall strictly comply with all building codes and health department regulations of the County of Albany, State of Wyoming, or such other governmental entity as may have jurisdiction over the lot.

No building or other structure shall be located so as to interfere with any right-of-way easement. There shall be a right-of-way easement thirty (30) feet in each direction from the center line of the access road known as Meadowlark Court, as set forth in Exhibit "C". There shall be a twenty (20) feet utility easement adjacent to, and parallel with, all road right-of-ways, lot lines, and section lines. There shall be utility guying easements on all lots as required by the appropriate utility companies.

C. TEMPORARY RESIDENCE---No trailer, mobile home, or structure of a temporary character, such as a basement or

accessory building, shall be occupied as a residence except that a pickup camper, camper trailer, or motor home, may be occupied as a temporary residence for a period not to exceed twelve (12) consecutive months during the period that the permanent residence is being constructed. A pickup camper, camper trailer, or motor home may occupy a lot if the lot has a permanent residence thereon.

3. ROADS AND FIRE TANK

A. ROADS---All roads within the lots shall be considered as private roads for the private use of the members of the Association, their guests and invitees.

B. MAINTENANCE---The Association shall be obligated to maintain Meadowlark Court and to bear the costs thereof. The President of the Association shall assess the road every six months to determine if grading or repair is needed. The costs shall be paid by each lot owner having direct ingress and egress onto Meadowlark Road (all lots except lots #3 and #4 fronting on Howe Road); the proportionate amount of said costs shall be determined by dividing the total cost of maintenance by the total number of lots, as set forth above, and the owner of each lot shall pay his/her proportionate share of said costs.

C. FIRE TANK---The fire tank, located on lot #1 of Meadowlark Acres, shall be assessed yearly by the President of the Association. The Association shall be obligated to maintain this tank and bear the costs thereof. Maintenance includes keeping the tank filled and repairing the tank if the need arises; the proportionate amount of said costs shall be determined by dividing the total costs of maintenance divided by the total number of owned lots (8 when all lots are purchased). The owner of each lot shall pay his/her proportionate share of said costs.

4. FENCES---Within twelve (12) months from the date of lot purchase, fences shall be constructed on the exterior boundary of the lot; however, no fence shall be constructed as to interfere with the easement required for access to any lot. New material must be used in all fence construction; all fence posts must be

of wood or steel; no railroad ties shall be used in fence construction. Cattle guards may be installed; however, in the event of such installation, a gate shall be installed. The cost of fencing shall be shared equally between bordering neighbors.

5. LIVESTOCK AND ANIMAL CONTROL

A. LIVESTOCK---No more than two (2) animal units per year are allowed on any lot. This means no more than two (2) animal units for one year; three (3) animal units for nine months of one year; or four (4) animal units for six months of one year. No more than four (4) animal units are allowed at any one time. Here, an animal unit consists of any one of the following: 1 horse, 1 head of cattle, 3 head of sheep, 3 goats, or 2 hogs. In recognition that each lot will not support even 1/2 an animal unit per year, all livestock must receive supplemental feed to prevent overgrazing. All livestock allowed herein must be kept in corrals and receive adequate maintenance, food, water and shelter. Only occasional grazing is permitted to further prevent overgrazing. The lot must be fenced prior to the time any livestock is allowed on the lot. Proper net fence must be in place before grazing of sheep or goats. Any hogs, poultry, or rabbits must be kept in corrals or pens at all times. Such corrals or pens shall not occupy more than 1/2 acre of the lot (21,780 sq. ft.).

B. DOMESTIC ANIMALS---No more than two (2) dogs and two (2) cats are allowed on any lot at anytime. All animals in this category shall be confined to the owner's lot and not allowed to stray. This measure is to assure domestic animals do not harass wildlife or livestock.

6. REFUSE AND RUBBISH---Rubbish, refuse, garbage, and other waste shall be kept in covered containers and shall not be allowed to accumulate on any lot and shall be disposed of in a sanitary dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed on a lot nor be visible from public or access roads, adjoining or nearby lots.

No hazardous or toxic waste may be kept or disposed of on any lot.

7. NUISANCE---No obnoxious or offensive activity, commercial trade or business shall be carried on by any landowner except that professional offices including, but not limited to, those of a doctor, lawyer, dentist, or engineer may be maintained within the residential structure. No industrial development or mining of limestone is allowed. Unlicensed or inoperative automobiles, machines, or other equipment that remain on a lot for more than ninety (90) days is considered a nuisance and must be immediately removed.

For the benefit of the landowners, the Association shall control noxious weeds and pests on the easement known as Meadowlark Court. Costs of such weed and pest control shall be apportioned as set forth in paragraph 3B, above. Noxious weeds and pests on individual lots are to be controlled by the individual landowners. Land on which the natural vegetation is disturbed shall be reseeded by the landowner to prevent soil erosion.

8. ENFORCEMENT---Enforcement of these Protective Covenants shall be by appropriate legal/judicial proceeding against those persons violating, or attempting to violate, any covenant. Such legal/judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, assessments, or for such other and further relief as may be appropriate. Any of the undersigned, or any of the Association members, shall initiate any such legal/judicial proceeding on behalf of the non-offending landowners; all costs associated therewith shall be born by the offending landowner(s) in the event that a verdict is rendered in favor of Plaintiff; all other costs shall be apportioned equally between the non-offending landowners. The failure to enforce, or to cause the abatement of, any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation of these Covenants whether said violation be of the same or a different provision within these Covenants.

9. SEVERABILITY---In the event that any part of these Protective Covenants are declared invalid or unenforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remaining Covenants.

10. DURATION, ALTERATION, AND VARIANCE--- These Protective Covenants shall run with the land, shall be binding on all persons owning lots and shall be in effect for a period of ninety-nine (99) years from and after the date these Covenants have been filed of record in the office of the County Clerk, Albany County, Wyoming; after said period, these Covenants shall cease to be and be of no further force and effect unless the landowners of a majority of the lots elect in writing to extend these Covenants for an additional specified period of time. Provisions for maintenance of Meadowlark Court and Fire Tank shall not be permitted to lapse with the other Covenants unless other provisions are made for continuation of said road maintenance.

These Covenants may be altered, in whole or in part, at any time the then landowners of three-fourths (3/4) of the lots elect to do so through a duly written and recorded instrument. Variances to these Covenants may be granted at any time the then landowners of three-fourths (3/4) of the lots elect to do so; all variances granted shall be duly recorded in the minutes of the meeting by the Secretary of the Association.

11. GENERAL PROVISIONS---The undersigned, their successors and assigns, shall have the right to bring within the scheme of these Protective Covenants and the structure of the Association additional properties in accordance with a general plan of development. Such additions shall be made by filing of record, in the office of the County Clerk, Albany County, Wyoming, a supplement to these Covenants. Such supplement may contain additional modifications of these Covenants as may be necessary to reflect the different character, if any, of the added properties and are not inconsistent with the scheme of these Covenants.

