

705667

PROTECTIVE COVENANTS
for
COUNTRY CLUB ESTATES PHASE I

PART A Preamble

On this 7th day of March John C. McGuire and M.B.C.C. Ltd owners of the

following described property, to-wit:

Lots 1 - 7 Block 1

Lots 1-15 Block 2

Lots 7 - 13 Block 3

Lots 14 - 15 Block 4

Tract D of Country Club Estates Phase I

hereby state that the purpose of the restrictions that hereinafter follow is to insure the use of property for attractive residential purpose only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

PART B Area of Application

The protective covenants hereinafter described in Part C in their entirety shall apply to:

Country Club Estates Phase I

PART C Residential Area Protective Covenants

NATURE OF DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under one owner for a period of twenty-five (25) years from the day these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (ten) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in a whole or in a part.

ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages in the event such suit is necessary, the party found to be violating those covenants shall pay all costs of said suit including a reasonable attorney's fee.

the event such suit is necessary, the party found to be violating those covenants shall pay all costs of said suit including a reasonable attorney's fee.

SERVEABILITY

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

NON-ENFORCEMENT

Failure by the present owner, the architectural control committee, or any land owner in the subdivision described herein to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of:

Robert Dorigo, as homeowner representative; and Curtis Betcher, as CAP Development Inc. representative; and John McGuire, as M.B.C.C. representative; are the initial architectural control committee. CAP Development, Inc. shall be free to change their appointed representatives from time to time. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or withdrawal from the committee or restore to it any of its powers and duties, not withstanding CAP Development, Inc shall have one representative as long as it owns at least one lot.

2. Architectural Control.

A. The Architectural Control Committee shall review the construction plans and control specifications and construction work of the builders to determine conformance with this Architectural standard. No construction work shall commence until a final determination as to

conformance of plans and specifications is made. Harmony of external design with existing structures, location with respect to topography and finished grade elevation, and alterations to dwelling shall be covered by the procedures in paragraph B of this Architectural Control covenant.

B. Except as to initial approval for quality of construction plans and specifications for dwellings, which shall be according to Paragraph A of this covenant, no building or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the fence or wall have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved, unless it is in the R-R zoning district in conjunction with specific R-R covenants detailed within this document.

C. All ranch style houses must have a minimum square footage of 1400 square feet on one level. All houses in the subdivision no matter what style must contain at least 1700 square feet of finished floor area. All houses must have earth tone colors. All houses must contain a minimum of 100 square feet of brick.

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain in excess of two stories in height, plus a basement. In the R-S zoning district only one single-family dwelling plus an attached or detached garage and one small storage building designed to house golf carts, lawnmowers, snowblowers, and gardening supplies shall be erected. In the R-R zoning one barn not to exceed the square footage of the principal dwelling shall be allowed in addition to those allowed for the R-S zoning above.

BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback indicated by the zoning regulations.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

No structure of a temporary character, housetrailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. This covenant shall not be construed to preclude the placing on any lot of a camp trailer to be used elsewhere for recreational purposes, provided that such placement is in accordance with other covenants in this part C.

SIGNS

The following signs are the only signs allowed within any lot or R.O.W. within this subdivision:

Garage sale signs for a maximum of four days.

Election signs for term of election.

One sign not more than five square feet advertising the property for sale or rent.

One sign not more than five square feet used by builders to advertise the property during the construction and sales period.

One subdivision name sign at the entrance.

Two signs directing people to the Gillette Golf Club.

Street name signs and traffic control signs as required.

All signs must be approved by the Architectural Control Committee.

GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for debris or rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. No incinerators shall be kept or maintained on the premises.

SITE DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs the site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such site lines. The same site-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of

COMMERCIAL VEHICLES

No commercial type vehicle and no trucks (not including those vehicles commonly known as pickup trucks) shall be stored or parked on any lot except in a closed garage or other location not readily visible from the street, nor shall such vehicles or trucks be stored or parked on any residential street or alley except while engaged in transport to or from a residence.

STORAGE

No front yard, (from dwelling to street right of way) shall be used for storage of any type, including by way of illustration and not limitation, boats, trailers, camp trailers, recreational vehicles, motorcycles, snowmobiles.

SEEDING AND PLANTING

When any building shall be constructed upon said lot, the owner of the lot shall cause the area lying between the setback for the front of the house and extending to the street to be seeded and suitably planted with grass, decorative shrubs and flowers, trees or any combination thereof except those areas as shall be constructed and used for bike/cart/pedestrian paths, sidewalks, driveways and parking spaces.

STORAGE, ABANDONMENT, AND REPAIR OF VEHICLES

No vehicle of any kind shall be abandoned on any lot or street, nor parked for more than twenty-four (24) hours on any lot or street for the purpose of making repairs or alterations thereon. No junked or unlicensed vehicle shall be kept on any lot, street or alley.

SPECIFIC COVENANTS FOR THE R-R ZONING DISTRICT

R-R Rural Residential.

The City of Gillette zoning regulations will govern animals allowed other than the following restrictions:

1) A maximum of two horses (no other livestock such as cattle, sheep, burros, goats) shall be allowed.

(2) A maximum of ten of any combination of rabbits, fowl or poultry, shall be allowed.

No further resubdivision of the R-R lots is permitted unless such resubdivision does not add additional lots.

Fences in the front yard must be a minimum of 15' from the front property line and front yard fences must be constructed of low maintenance material such as white PVC, and approved by the

architectural control committee. No front yard fences shall be taller than 3 feet six inches (3'-6") high. A privacy fence of maximum six feet (6'-0") height will be allowed from the front of the house to 50 feet (50) behind the house. All remaining fences on the property within 250' of the front property line must be constructed of low maintenance material such as white PVC and approved by the architectural control committee. No fences shall be allowed within 40 feet of the rear of the lots. Front yard setback shall be 70 feet.

We, the undersigned, acknowledge acceptance of Protective Covenants dated March 7, 1996.

Lot 9 Block 2 Country Club Estates Phase 1

James A. Butler
James A. Butler

Mary Lou Butler
Mary Lou Butler

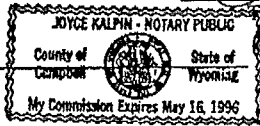
State of Wyoming)
County of Campbell) ss.

The foregoing instrument was acknowledged before me by _____
Mary Lou Butler , ~~XXXXXXXXXXXX~~ ,
this 8th , day of March , 19 96 .

Witness my hand and official seal.

Joyce Kalpin
Title of Officer

My commission Expires _____



Lot 11 Block 2 Country Club Estates Phase I

George E. Ratcliff
George E. Ratcliff Trustee

C. Berdine Ratcliff
C. Berdine Ratcliff Trustee

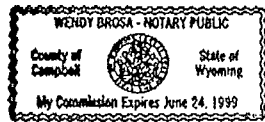
State of Wyoming)
County of Campbell) ss.

The foregoing instrument was acknowledged before me by George E. Ratcliff,
Trustee of the George E. Ratcliff Living Trust Agreement dated 15 May 1991 and
C. Berdine Ratcliff Trustee of the C. Berdine Ratcliff Living Trust Agreement,
dated 15 May 1991.
this 8th , day of March , 19 96 .

Witness my hand and official seal.

Wendy Brosa
Title of Officer

My commission Expires 6-24-99 .



STATE OF WYOMING

Book 1372 of Photos, Page 396

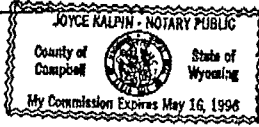
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me by James A. Butler this 12th day of March, 1996.

Witness my hand and official seal.

Joyce Kalpin
Notary Public

My Commission Expires: _____



STATE OF WYOMING

Campbell County

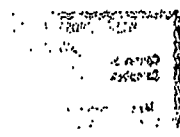
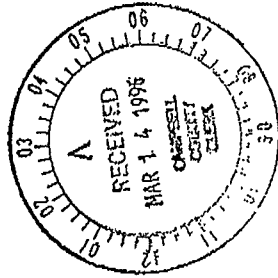
Filed for record this 14th day of March A.D. 1996 at 2:46 o'clock P. M. and recorded in Book 1372

of Photos on page 387-396 Fees \$ 24.00 705377

Dawn Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy *Crystal Green*



Book 1373 of Photos, Page 423

Book 1372 of Photos, Page 394

John C. McGuire
John C. McGuire

M.B.C.C. LTD

Alice M. McGuire
Alice M. McGuire

BY Curtis J. Betcher
Curtis J. Betcher

State AZ)

:ss

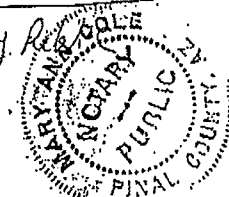
County of Pinal)

The foregoing instrument was acknowledged before me by ~~John C. McGuire and Alice M. McGuire~~
by John C. McGuire, Alice M. McGuire, this
6 day of March, 1996

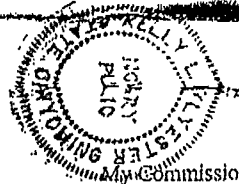
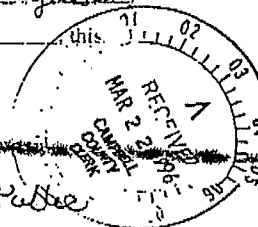
Witness my official hand and seal.

Mary Ann Cole
Notary Public

My Commission Expires: July 4, 1999



The foregoing instrument was acknowledged before me by Kelly L. Sylvester
1996 by Curtis J. Betcher
11 day of March, 1996



Kelly L. Sylvester
Title of officer Notary Public

My Commission Expires: 022998

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 22nd day of March, A.D., 1996 at 3:16 o'clock P. M. and recorded in Book 1373
of Photos on page 414-423 Fees \$ 24.00 705667

Cristal Green RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By Cristal Green
Deputy

PROTECTIVE COVENANTS

PART A Preamble

On this 7th day of March 1996 John C. McGuire and Alice M. McGuire and M.B.C.C. Ltd owners of the following described property, to-wit:

County Club Estates

hereby state that the purpose of the restrictions that hereinafter follow is to insure the use of property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

PART B Area of Application

The protective covenants hereinafter described in Part C in their entirety shall apply to:

Country Club Estates

PART C Residential Area Protective Covenants

NATURE OF DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under owner for a period of twenty-five (25) 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 lots has been recorded, agreeing to change said covenants in a whole or in a part.

ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages In

the event such suit is necessary, the party found to be violating those covenants shall pay all costs of said suit including a reasonable attorney's fee.

SERVEABILITY

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

NON-ENFORCEMENT

Failure by the present owner, the architectural control committee, or any land owner in the subdivision described herein to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of:

Robert Dorigo, as homeowner representative; and Curtis Betcher, as CAP Development Inc. representative; and John McGuire, as M.B.C.C. representative; are the initial architectural control committee. CAP Development, Inc. shall be free to change their appointed representatives from time to time. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or withdrawal from the committee or restore to it any of its powers and duties, notwithstanding CAP Development, Inc shall have one representative as long as it owns at least one lot.

2. Architectural Control.

A. The Architectural Control Committee shall review the construction plans and control specifications and construction work of the builders to determine conformance with this Architectural standard. No construction work shall commence until a final determination as to

conformance of plans and specifications is made. Harmony of external design with existing structures, location with respect to topography and finished grade elevation, and alterations to dwelling shall be covered by the procedures in paragraph B of this Architectural Control covenant.

B. Except as to initial approval for quality of construction plans and specifications for dwellings, which shall be according to Paragraph A of this covenant, no building or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the fence or wall have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved, unless it is in the R-R zoning district in conjunction with specific R-R covenants detailed within this document.

C. All ranch style houses must have a minimum square footage of 1400 square feet on one level. All houses in the subdivision no matter what style must contain at least 1700 square feet of finished floor area. All houses must have earth tone colors. All houses must contain a minimum of 100 square feet of brick.

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain in excess of two stories in height, plus a basement. In the R-S zoning district only one single-family dwelling plus an attached or detached garage and one small storage building designed to house golf carts, lawnmowers, snowblowers, and gardening supplies shall be erected. In the R-R zoning one barn not to exceed the square footage of the principal dwelling shall be allowed in addition to those allowed for the R-S zoning above.

BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback indicated by the zoning regulations.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

No structure of a temporary character, housetrailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. This covenant shall not be construed to preclude the placing on any lot of a camp trailer to be used elsewhere for recreational purposes, provided that such placement is in accordance with other covenants in this part C.

SIGNS

The following signs are the only signs allowed within any lot or R.O.W. within this subdivision:

Garage sale signs for a maximum of four days.

Election signs for term of election.

One sign not more than five square feet advertising the property for sale or rent.

One sign not more than five square feet used by builders to advertise the property during the construction and sales period.

One subdivision name sign at the entrance.

Two signs directing people to the Gillette Golf Club.

Street name signs and traffic control signs as required.

All signs must be approved by the Architectural Control Committee.

GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for debris or rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. No incinerators shall be kept or maintained on the premises.

SITE DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs the site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such site lines. The same site-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of

COMMERCIAL VEHICLES

No commercial type vehicle and no trucks (not including those vehicles commonly known as pickup trucks) shall be stored or parked on any lot except in a closed garage or other location not readily visible from the street, nor shall such vehicles or trucks be stored or parked on any residential street or alley except while engaged in transport to or from a residence.

STORAGE

No front yard, (from dwelling to street right of way) shall be used for storage of any type, including by way of illustration and not limitation, boats, trailers, camp trailers, recreational vehicles, motorcycles, snowmobiles.

SEEDING AND PLANTING

When any building shall be constructed upon said lot, the owner of the lot shall cause the area lying between the setback for the front of the house and extending to the street to be seeded and suitably planted with grass, decorative shrubs and flowers, trees or any combination thereof except those areas as shall be constructed and used for bike/cart/pedestrian paths, sidewalks, driveways and parking spaces.

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No vehicle of any kind shall be abandoned on any lot or street, nor parked for more than twenty-four (24) hours on any lot or street for the purpose of making repairs or alterations thereon. No junked or unlicensed vehicle shall be kept on any lot, street or alley.

SPECIFIC COVENANTS FOR THE R-R ZONING DISTRICT

R-R Rural Residential

The City of Gillette zoning regulations will govern animals allowed other than the following restrictions:

- 1) A maximum of two horses (no other livestock such as cattle, sheep, burros, goats) shall be allowed.
- (2) A maximum of ten of any combination of rabbits, fowl or poultry, shall be allowed.

No further resubdivision of the R-R lots is permitted unless such resubdivision does not add additional lots.

Fences in the front yard must be a minimum of 15' from the front property line and front yard fences must be constructed of low maintenance material such as white PVC, and approved by the

architectural control committee. No front yard fences shall be taller than 3 feet six inches (3'-6") high. A privacy fence of maximum six feet (6'-0") height will be allowed from the front of the house to 50 feet (50) behind the house. All remaining fences on the property within 250' of the front property line must be constructed of low maintenance material such as white PVC and approved by the architectural control committee. No fences shall be allowed within 40 feet of the rear of the lots. Front yard setback shall be 70 feet.

Book 1372 of Photos, Page 394

John C. McGuire
John C. McGuire

M.B.C.C. LTD


Alice M. McGuire
Alice M. McGuire

BY Curtis J. Betcher
Curtis J. Betcher

State AZ)
:SS
County of Pinal)

The foregoing instrument was acknowledged before me by ~~John C. McGuire~~ Mary Ann Cole
~~Alice M. McGuire~~ by John C. McGuire, Alice M. McGuire, this
6 day of March, 1996

Witness my official hand and seal.

Mary Ann Cole
Notary Public


My Commission Expires: July 4, 1999

The foregoing instrument was acknowledged before me by Kelly L. Sylvester
19 by Curtis J. Betcher, this
11 day of March, 1996

Witness my official hand and seal.

Kelly L. Sylvester
Title of officer Notary Public



My Commission Expires: 022898

We, the undersigned, acknowledge acceptance of Proctective Covenants dated March 7, 1996.

Lot 9 Block 2 Country Club Estates Phase I

James A. Butler
James A. Butler

Mary Lou Butler
Mary Lou Butler

State of Wyoming)
County of Campbell)ss.

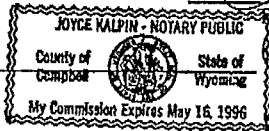
The foregoing instrument was acknowledged before me by _____

Mary Lou Butler , ~~XXXXXXXXXXXX~~
this 8th , day of March , 19 96 .

Witness my hand and official seal.

Joyce Kalpin
Title of Officer

My commission Expires _____



Lot 11 Block 2 Country Club Estates Phase I

George E. Ratcliff
George E. Ratcliff Trustee

C. Berdine Ratcliff
C. Berdine Ratcliff Trustee

State of Wyoming)
County of Campbell)ss.

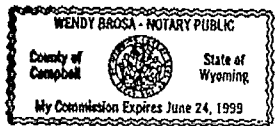
The foregoing instrument was acknowledged before me by George E. Ratcliff, Trustee of the George E. Ratcliff Living Trust Agreement dated 15 May 1991 and C. Berdine Ratcliff Trustee of the C. Berdine Ratcliff Living Trust Agreement, dated 15 May 1991.

this 8th , day of March , 19 96 .

Witness my hand and official seal.

Wendy Broosa
Title of Officer

My commission Expires 6-24-99 .



STATE OF WYOMING

Book 1372 of Photos, Page 396

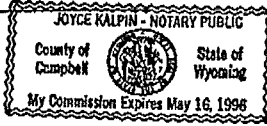
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me by James A. Butler this 12th day of March, 1996.

Witness my hand and official seal.

Joyce Kalpin
Notary Public

My Commission Expires: _____



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 14th day of March A.D. 19 96 at 2:46 o'clock P. M. and recorded in Book 1372
of Photos on page 387-396 Fees \$ 24.00

Dwight Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By *Crystal Green*
Deputy 705377

