

438311

DECLARATION OF Book 419 of Photos, page 227

RESTRICTIVE AND PROTECTIVE COVENANTS
FOR PAINTBRUSH HILLS SUBDIVISION FILING NO. 1

HOUSING SERVICES, INC., fee owner of the following described real property located in the County of Campbell, State of Wyoming, same being the real property now duly platted as PAINTBRUSH HILLS SUBDIVISION FILING NO. 1, a subdivision of the County of Campbell, as such plat is now recorded in Book ___ of Plats, page ___ of the records in the office of the County Clerk and Recorder of Campbell County, Wyoming, hereby makes the following declaration as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, to-wit:

A. PURPOSE OF COVENANTS

The purpose of these restrictions is to insure the use of the lots and blocks described below for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and 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 restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to other site owners.

B. COVENANTS RESIDENTIAL AREA

1. The following restrictive covenants shall hereafter apply to all lots in Blocks 1, 2, 3, 4, 5, 6, 7 and 8:

STATE OF WYOMING
Campbell County ss. 438311
18th day of May
Filed for record this 18th day of May
A. D. 19 78 at 2:00 o'clock P. M. and recorded in Book 419 of Photos RECORDED
on page 227 Fees \$ 12.00 ABSTRACTED
Susan E. Addison CHECKED
County Clerk and Ex-Officio Register of Deeds
By _____
Deputy

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a. 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 on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No lot shall be further subdivided after the date on which these covenants are filed in the office of the County Clerk and Recorder.

b. Building Location.

(i) No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than twenty-five feet.

(ii) No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line.

(iii) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

c. 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 material 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

d. Nuisances. No noxious or offensive activity 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.

e. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

f. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

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

h. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

i. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

j. Water Supply. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system as installed shall be obtained from such authority.

k. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system as installed shall be obtained from such authority.

l. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight 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 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. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

m. Land Near Parks. No building shall be placed nor shall any material or refuse be placed or stored on any lot within five feet of the property line of any park.

n. Parking of Vehicles. Parking of trailer campers, truck campers, bus campers, boats and boat trailers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 48 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

o. No mobile home or trailer shall be temporarily or permanently placed, parked, erected, or maintained on any lot, for residential purposes, for incidental use or for any other purpose whatsoever. This restriction shall not apply to any trailer parked wholly within a garage attached to a residential structure on any lot.

(i) "Mobile Home," as used in this document, means a structure, transportable in one or more sections, which is eight feet or more in width and is thirty-two feet or more in length and which is built on a permanent chassis and designed to be used when connected to required utilities as a dwelling, with or without permanent foundation.

(ii) The intent of this covenant is to restrict the use of the lots to private dwellings of a conventional nature, and to exclude all other structures except necessary out buildings. This covenant shall not exclude factory-built housing of a conventional type, although not constructed on the premises (excluding mobile homes).

p. Vehicular Access to Lots.

No driveway, curb cut for vehicular access to any lot, or curb cut for any other purpose shall be permitted on any side, rear, or front lot line adjacent to

487204

DISCLOSURE STATEMENT
SUBDIVISION DEVELOPMENT OF
HOUSING SERVICES, INC.
WRIGHT, WYOMING

The following statement is provided in response to Article 3, Section 4-f of Campbell County Subdivision Regulations. The intent of a Disclosure Statement is to clearly and consisely present all the facts related to purchasing or renting a housing unit within an approved subdivision in Campbell County.

The community of Wright is being developed by Housing Services, Inc., which is a subsidiary of Atlantic Richfield Company. The majority of land in Wright is presently under control of Housing Services, Inc. However, a few parcels of land have been sold to buildiers who are responsible for their development. The subdivisions which this statement applies to are as follows:

Latigo Hills Filing No. 1, 2, 3, 4, 5

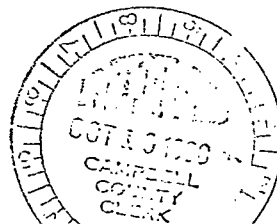
Paintbrush Hills Filing No. 1, 2

Ranchero Filing No. 1

It should be noted that some of the statements contained herein reflect current conditions. Service charges are always subject to change, and the individual utility company should be contacted prior to installation. Also, Wright is a growing community; many of the conditions which relate to schools, postal service, etc., will undoubtedly change as population increases.

I. STREETS

All streets within the subdivisions listed above are constructed by Housing Services, Inc., to standards approved by Campbell County. All streets have concrete curbs, gutters, and sidewalks, and have an asphalt surface. Maintenance, repair, and snow removal on all streets is the responsibility of Housing Services, Inc. Many of the responsibilities for improvements to and maintenance of the street system are governed by agreements between the Campbell County Board of Commissioners and Housing Services, Inc. At the time of filing of the subdivision, an agreement describing the specific improvements, and the maintenance thereof, is recorded. Each agreement to date, however, indentifies Housing Services, Inc., as the responsible party for maintenance of the street



system for the first 30-month period after the recording of the subdivision. After this 30-month period, Campbell County must decide whether it will accept the responsibility for the street system. If, for any reason, the County does not accept the street system on or before the expiration date, then Housing Services, Inc., shall be responsible for establishing or initiating an alternate means of repairing the system, which may include, but not be limited to, formation of a local improvement district, special district, municipal incorporation proceedings, an extension of a maintenance agreement, or a homeowners association.

II WATER SUPPLY

Potable water is available in Wright through the Wright Water & Sewer District. The Wright Water & Sewer District is a legally constituted agency whose facilities have been reviewed and approved by the Wyoming Department of Environmental Quality. Description of the District facilities may be obtained at the office of the Wright Water & Sewer District in Wright. Campbell County has no obligation toward the installation, operation, or maintenance of the system, with the District having the authority and responsibility for its overall operation.

The current district charge for combined water and sewage treatment service is a flat rate of \$20.00 per month and is subject to change by the board when determined necessary. The fees and rates charged for this service are determined by the Board of Directors of the Wright Water and Sewer District. The home or lot owner is responsible for that portion of the water service line extending from the housing unit to the curb stop located approximately one foot outside the property line. The District is responsible for the service line from the curb stop to the main.

III. SEWAGE DISPOSAL

Sewage collection and treatment facilities are offered by the Wright Water & Sewer District. The current district charge for combined water and sewage treatment service is a flat rate of \$20.00 per month. The fees and rates charged for this service are determined by the Board of Directors of the Wright Water & Sewer District and are subject to change by the board when determined necessary. Description of the sewer system may be obtained from the Wright Water & Sewer District in Wright. Campbell County has no obligation toward the installation, operation or maintenance of the system, with the District having the authority for its overall operation. The home or lot owner is responsible for that portion of the service which connects the individual unit to the sewer main.

IV. RESTRICTIVE COVENANTS

Restrictive covenants have been adopted for each lot within the community of Wright. These covenants have been recorded and are on file with the Clerk and Recorder, Campbell County, Gillette, Wyoming.

Violation of any of the covenants may be grounds for court action. A resident of the area first brings the violation to the attention of the offender. If the violator refuses to correct the condition, then the violator may be taken to District Court, and a decision requiring the condition to be corrected could be granted. The initiation of any suit to enforce covenants is by the individual property owners, and all cost of legal council and courts will be borne by the property owner. The Campbell County Attorney's office does not and cannot legally enforce restrictive covenants. Restrictive covenants are an agreement among and between individual property owners.

V. ASSOCIATION FEES

There are currently no homeowners or landowners association within the community of Wright, and therefore no accompanying fees.

VI. GARBAGE DISPOSAL

Solid waste disposal is available through a private disposal company. Garbage is picked up once per week at a charge of \$6.00 per month.

VII. TELEPHONE

Telephone service is provided by Mountain Bell. Trunk cables are buried throughout the community, and service requires a hook-up to the main system. Current installation charges for a two-jact telephone hook-up are approximately \$45. This charge will be the responsibility of the homeowner.

VII. CABLE T.V.

Normal television reception is currently available via microwave to residents of the community. Cable television service will be offered through Wyoming Televents, Inc., which has business offices in Gillette. Full cable service is scheduled to be available by December 1, 1980, with installation charges estimated to be \$24.95, and monthly fees to be \$18.45. The cables have already been located in each of the developments in the community, and installation requires modifications only to the individual television set.

IX. TRAFFIC CONTROL

Street and traffic control signs have been installed to conform to the National Uniform Manual on Traffic Control Devices. Campbell County has approved the location of each sign, and Housing Services, Inc., is responsible for construction as well as maintenance of the signs. The condition described in Item 1, which defines the long-term alternatives to maintenance, is also applicable to traffic control devices. Enforcement of traffic control is by the Campbell County Sheriffs Department.

X. STREET LIGHTING

Street lights have been designed and installed after consultation with Tri-County electric Association. Housing Services, Inc., is responsible for installation and maintenance of the street lights in Wright. The condition described in Item 1, which defines the long term alternatives to maintenance, is also applicable to street lighting.

XI. DRAINAGE

An overall drainage study was conducted for the property, and the findings have been incorporated into the design and construction of various culverts and drainage structures in the community. Housing Services, Inc., as developer of the community, is responsible for construction and maintenance of drainage structures within the community. The condition described in Item 1, which defines the long-term alternatives to maintenance, is also applicable to drainage.

XI-I. ZONING

None of the subdivisions in Wright are zoned, nor is any of the adjacent or surrounding land zoned. Since zoning does not exist protective covenants determines the developemnt standards for each of the tracts of land. Enforcement of these covenants is between the homeowners. Housing Services has an overall comprehensive development plan for Wright, Wy., which has been approved by the county Commissioners. This plan shows what type of use is planned for each area and a copy may be reviewed in the County Engineers office. A copy of this plan may be obtained from Housing Services, Inc. It is not known at this time what type of development will occur upon the fringe area of the community of Wright.

XIII. FIRE PROTECTION

Wright currently has a volunteer fire protection force which numbers thirty (30) and three (3) emergency medical technicians. The volunteer force has two pumper trucks for use in combating fires and has a fire department rating of ten (10).

XIV. BUILDING CODES

Campbell County has no building or electrical code at this time, however, should a building permit for construction be desired the National building and electrical codes are followed. The county has adopted the National Plumbing Code and a permit is required. Virtually all units within the community have been qualified for FHA and VA financing. This federal agency will not guarantee a mortgage on any home which does not meet minimum national construction codes.

XV. ELECTRICITY

Electrical service is provided by Tri-County Association, which has an office in Wright. The occupant of the building is responsible for arranging electrical service with Tri-County and an initial deposit of \$35 is required.

XVI. POSTAL SERVICE

There is currently no door-to-door mail delivery within the community. Residents are required to acquire a box at the Post Office Substation in the Latigo Hills Mall. The current charge for this service is \$6 per year.

XVII. SCHOOLS

Elementary - The Cottonwood Elementary School is located within the community of Wright. This facility services grades K through 8th, and is a walk-in school for all students residing within the community.

Junior High - Students of junior high age are required to attend school in Gillette, some 35 miles north of the community of Wright. The Campbell County School District provides bus service on a schedule of two morning trips to school and two afternoon return trips. There are several pick-up points in the community, including one in the mobile home park and three in the single family residential areas.

Senior High - The Campbell County Senior High School is located in Gillette and requires students to be transported via bus. The same schedule which is used by junior high students is also applicable to senior high students.

XVIII.

Be advised that Campbell County, Wyoming assumes no liability by virtue of this Disclosure Statement. Campbell County has required this disclosure statement in its subdivision approval process solely for the purpose of informing the consumer. Campbell County does not in any manner warrant or guarantee to the consumer that the aforementioned statements contained within the disclosure statement are factual as represented. Be further advised that the proper recourse for shortcomings in the above-described improvements may lie between the consumer and the developer who made this disclosure statement.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Disclosure Statement as of this 7th day of September, 1980.



HOUSING SERVICES, INC.

R. E. Huff
R. E. HUFF
Vice President

William V. Helcombe
Assistant Secretary

(Seal)

STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss.

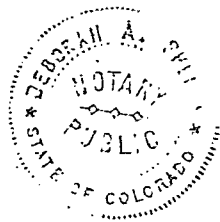
The foregoing instrument was acknowledged before me by R. E. HUFF, as Vice President of HOUSING SERVICES, INC., a Delaware corporation, this 7th day of October, 1980.

WITNESS MY HAND AND OFFICIAL SEAL.

Deborah A. Sherer
Notary Public

My Commission Expires:

1/03/81



STATE OF WYOMING)
Campbell County) ss.

Filed for record this 10th day of October A. D., 1980 at 9:28 o'clock A M. and recorded in Book 526 of Photos on page 531 Fees \$ 25.25

Wivian E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By William M. Addison
Deputy