

448242

PROTECTIVE COVENANTS

PART A Preamble

On this 11 day of August 1978, SUHEDCO ENERGY DEVELOPMENT CO., a corporation, owner of the following described property, to-wit:

Sage Bluffs Filing No. 1, excluding the school site indicated as Tract B thereon, located in the Sage Bluffs Addition to the City of Gillette, Campbell County, Wyoming,

hereby state that the purpose of the restrictions that hereinafter follow is to insure the use of the 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 residence purposes will not be permitted.

PART B Area of Application

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

Sage Bluffs Filing No. 1, excluding the school site indicated as Tract B thereon.

PART C Residential Area Protective Covenants

NATURE AND 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 whole or in part.

STATE OF WYOMING Campbell County Filed for record this 15th day of August 1978 at 9:39 o'clock A.M. and recorded in Book 432 of Photos on page 539 Fees \$ 18.00
Dorcas E. Adkins County Clerk and Ex-Officio Register of Deeds RECORDED ABSTRACTED INDEXED CHECKED By Deputy

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.

SEVERABILITY

Invalidation of any one 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: One representative to be appointed by Sunoco Energy Development Co. ("SUNEDCO"), one representative to be appointed by Pulte Home Corporation ("Pulte"), a corporation with offices in Denver, Colorado, and a third representative selected by mutual agreement of the first two representatives if they determine that a third representative is necessary. SUNEDCO and Pulte shall be free to change their appointed representatives from time to time, who may in turn by mutual agreement change the third representative. 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 to withdraw from the committee or restore to it any of its powers and duties, provided, however, that Pulte shall not do so without SUNEDCO's prior approval.

2. Architectural Control.

A. All dwellings shall be Pulte 500 series or better in quality. Pulte shall review the construction plans and specifications and the construction work of other builders to determine conformance with this architectural standard and shall inform SUNEDCO as to its findings, provided, however, that

SUNEDCO shall make the final determination as to such conformance. No construction work shall commence until a final determination as to conformance of plans and specifications is made in writing. Harmony of external design with existing structures, location with respect to topography and finished grade elevation, and alterations to dwellings 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 or wall 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. Approval or disapproval as required in these covenants shall be in writing.

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 stories in height and a private garage for not more than two cars. The architectural control committee may approve small storage buildings designed to house lawnmowers, snowblowers, and gardening tools and supplies, and private garages for more than two cars.

DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$25,000 (exclusive of land costs) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to

assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 300 square feet for a one-story dwelling, nor less than 300 square feet for dwellings of more than one story.

BUILDING LOCATION

1. 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 on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line.

2. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for small storage buildings designed to house lawnmowers and gardening tools and supplies if so approved by the architectural control committee. No dwelling shall be located on any lot nearer than five (5) feet to the rear lot line.

3. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any such items or portions of a building on a lot to encroach upon another lot.

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having an area of less than 6,000 square feet.

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 temporarily 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 the other covenants in this Part C.

SIGNS

No sign of any kind shall be displayed for 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 builder to advertise the property during the construction and sales period.

OIL AND MINING OPERATIONS

No oil or natural gas drilling, development or other operations, oil refining, quarrying, or surface, underground or in situ mining operations of any kind shall be permitted upon, in, or under any lot, nor shall oil or natural gas wells, tanks, in situ wells, tunnels, mineral excavations or shafts be permitted upon, in, or under any lot. No derrick or other structure designed for use in boring for oil, natural gas, coal or other minerals shall be erected, retained, or permitted upon any lot.

LIVESTOCK AND POULTRY

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

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.

WATER SUPPLY

No individual water supply system shall be permitted on any lot unless approved by the architectural control committee, and unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authority for the State of Wyoming. Where installation is permitted under this covenant, approval of such systems as installed shall be obtained from such State authority.

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless approved by the architectural control committee, and unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the public health authority for the State of Wyoming. Where installation is permitted under this covenant, approval of such system as installed shall be obtained from such State authority.

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. 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 a driveway or alley pavement. No trees 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 site-lines.

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 resident.

STORAGE

No front yard, street or other location readily visible from the street 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 sidewalks, driveways and parking spaces. Under no circumstances may more than forty percent (40%) of said front area be used for sidewalks, driveways and parking spaces.

STORING, 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.

SUNOCO ENERGY DEVELOPMENT CO.

By [Signature]
Agent and Attorney-in-Fact

Attest:

Secretary

STATE OF)
County of) ss.

The above and foregoing instrument was acknowledged before me this
11th day of June, 1972, by [Signature] of SUNOCO
ENERGY DEVELOPMENT CO., a corporation, on behalf of said corporation.

Witness my hand and official seal.

NORMA L. HOLM - Notary Public
County of Campbell State of Wyoming
My Commission Expires Sept. 1st, 1981

NOTARY PUBLIC

My commission expires:

9-1-1981

PART A Preamble

Book 476 of Photos, Page 604

On this 17 day of April 19 79, SUNEDCO ENERGY DEVELOPMENT

CO., a Delaware corporation, owner of the following described property, to-wit:

A portion of Sage Bluffs Filing No. 1, excluding the school site indicated as Tract B thereon, located in the Sage Bluffs Addition to the City of Gillette, Campbell County, Wyoming, as follows:

Block 8 Lots 17 and 18 inclusive.
 9 Lots 1 through 16 inclusive
 10 Lots 15 through 29 inclusive
 11 Lots 1 through 7 inclusive

and PULTE HOME CORPORATION, A Delaware corporation, owner of the following described property, to-wit:

A portion of Sage Bluffs Filing No. 1, located in the Sage Bluffs Addition to the City of Gillette, Campbell County, Wyoming, as follows:

Block 1 Lot 1
 2 Lots 1 through 12 inclusive
 3 Lots 1 through 17 inclusive
 4 Lots 1 through 17 inclusive
 5 Lots 1 through 18 inclusive
 6 Lots 1 through 13 inclusive
 7 Lots 1 through 13 inclusive
 8 Lots 1 through 16 inclusive
 10 Lots 1 through 14 inclusive

and as to the Mortgagor interests of each which may be held in the others property, hereby state that the purpose of the restrictions that hereinafter follow are to insure the use of the 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 residence purposes will not be permitted.

PART B Area of Application

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

Sage Bluffs Filing No. 1, excluding the school site indicated as Tract B thereon, as follows:

Block 1 Lot 1
 2 Lots 1 through 12 inclusive
 3 Lots 1 through 17 inclusive
 4 Lots 1 through 17 inclusive
 5 Lots 1 through 18 inclusive
 6 Lots 1 through 13 inclusive
 7 Lots 1 through 13 inclusive
 8 Lots 1 through 18 inclusive
 9 Lots 1 through 16 inclusive
 10 Lots 1 through 29 inclusive
 11 Lots 1 through 7 inclusive

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PART C Residential Area Protective Covenants

NATURE AND 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 whole or in 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.

SEVERABILITY

Invalidation of any one 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:

One representative to be appointed by Sunoco Energy Development Co. ("SUNEDCO"), one representative to be appointed by Pulte Home Corporation ("Pulte"), a corporation with offices in Laramie, Wyoming, and a third representative selected by mutual agreement of the first two representatives if they determine that a third representative is necessary. These representatives and their addresses are:

1. Dwight W. Knott
SUNEDCO
603 W 10th
Gillette, Wyoming 82716
2. Robert B. Brishchan
Pulte Home Corp.
P.O. Drawer 1295, 318 S 2nd, Room 15
Laramie, Wyoming 82070
3. Joseph C. Swift
12700 Park Central Place, Gillette 82400

SUNEDCO and Pulte shall be free to change their appointed representatives from time to time, who may in turn by mutual agreement change the third representative. 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 to withdraw from the committee or restore to it any of its powers and duties, provided, however, that Pulte shall not do so without SUNEDCO's prior approval.

2. Architectural Control.

A. All dwellings shall be Pulte 500 series or better in quality. Pulte shall review the construction plans and specifications and the construction work of other builders to determine conformance with this architectural standard and shall inform SUNEDCO as to its findings, provided, however, that SUNEDCO shall make the final determination as to such conformance. No construction work shall commence until a final determination as to conformance of plans and specifications is made in writing. Harmony of external design with existing structures, location with respect to topography and finished grade elevation, and alterations to dwellings 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 or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the locations 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. Approval or disapproval as required in these covenants shall be in writing.

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 stories in height and a private garage

for not more than two cars. The architectural control committee may approve small storage buildings designed to house lawnmowers, snowblowers, and gardening tools and supplies, and private garages for more than two cars.

DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$25,000 (exclusive of land costs) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 800 square feet for dwellings of more than one story.

BUILDING LOCATION

1. 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 on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line.

2. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for small storage buildings designed to house lawnmowers and gardening tools and supplies if so approved by the Architectural Control Committee. No dwelling shall be located on any lot nearer than five (5) feet to the rear lot line.

3. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any such items or portions of a building on a lot to encroach upon another lot.

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having an area of less than 6,000 square feet.

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 temporarily 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 the other covenants in this Part C.

SIGNS

No sign of any kind shall be displayed for 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 builder to advertise the property during the construction and sales period.

OIL AND MINING OPERATIONS

No oil or natural gas drilling, development or other operations, oil refining, quarrying, or surface, underground or in situ mining operations of any kind shall be permitted upon, in, or under any lot, nor shall oil or natural gas wells, tanks, in situ wells, tunnels, mineral excavations or shafts be permitted upon, in, or under any lot. No derrick or other structure designed for use in boring for oil, natural gas, coal or other minerals shall be erected, retained, or permitted upon any lot.

LIVESTOCK AND POULTRY

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

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.

**Continued on Page 7

extended. 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 a driveway or alley pavement. No trees 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 site-lines.

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 resident.

STORAGE

No front yard, street or other location readily visible from the street 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 sidewalks, driveways and parking spaces. Under no circumstances may more than forty percent (40%) of said front area be used for sidewalks, driveways and parking spaces.

STORING, 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.

