

646435

PROTECTIVE COVENANTS

PART A Preamble

On this 12 day of March 1991, CAP Development, Inc., a Corporation, owner of the following described property, to-wit:

Lots 21-27, Block 29 Sagebluffs Filing No. 4 Phase V

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:

Lots 21-27, Block 29 Sagebluffs Filing No. 4 Phase V

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 part.

ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any persons 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 judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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:

The President and Vice President of CAP Development, Inc., and a third representative selected by mutual agreement of the first two representatives if they determine that a third representative is necessary. CAP Development, Inc. 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 withdrawal from the committee or restore to it any of its powers and duties.

2. Architectural Control.

A. All dwellings shall be of the quality or better than existing dwellings within the area. The Architectural 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.

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 other than one detached single-family dwelling not to exceed two stories in height, plus a basement and a private garage for not more than three cars. The architectural control committee may approve small storage buildings designed to house lawnmowers, snowblowers, and gardening tools and supplies.

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 (20) 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. 3. For 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.

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

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 builders to advertise the property during the construction and sales period.

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. 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 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, motor cycles, 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.

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.

CAP Development, Inc.

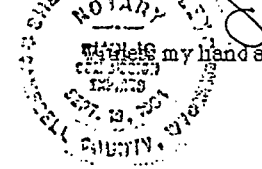
By Curtis Butler
President



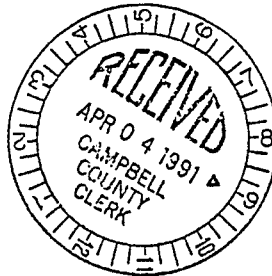
Jan Cundy
Secretary

STATE OF)
) ss.
County of)

The above and foregoing instrument was acknowledged before me this 21 day of March 1991 by Jan Cundy the Secretary of CAP Development, Inc., a corporation, on behalf of said corporation.



Attest my hand and official seal.



Shirley M. Spaulding
NOTARY PUBLIC
My Commission expires 09/19/94

STATE OF WYOMING)
Campbell County) ss.
Filed for record this 4th day of April A.D. 1991 at 9:16 o'clock a.M. and recorded in Book 1141
of Photos on page 16-20 Fees \$ 12.00 **646435**
Virian E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By Patricia A. Spaulding
Deputy