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406 South Gillette Ave
Gillette, WY 82716
307-682-7262

726853

PROTECTIVE COVENANTS FOR
SAGE VALLEY ESTATES PHASE II

KNOW ALL MEN BY THESE PRESENTS: That the undersigned K.G. Construction, Inc., the owners of Sage Valley Estates Phase II, do hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions, and restrictions which shall run with the land and be for the benefit thereof, to-wit:

ARTICLE I

ARCHITECTURAL CONTROL COMITTEE

Section 1. Architectural and Landscape control committee. An architectural and landscape control committee is hereby established. It shall consist of three members, and shall initially be composed of Craig Means, Montie Means, and Judy Moser. A majority of the committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the committee, the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The committee's approval or disapproval as required herein shall be in writing. However, the membership of the committee after three years from the date of the first sale or when thirty percent (30%) of the lots are sold, whichever comes first, shall be composed of two (2) members of K.G. Construction, Inc. and one (1) member from the individual lot owners with selection being made an annual vote of all then lot owners. After seventy-five percent (75%) or the lots are sold, then the Committee shall be composed of two (2) members from the individual lot owners and one (1) member from K.G. Construction, Inc. K.G. Construction, Inc., as developers, shall be entitled to participate as one (1) member of the committee so long as it owns one or more lots.

Section 2. Uses Prohibited Without the Consent of Committee. Unless the Committee has consented in writing, no parts of said property shall be used in any or the following ways:

(a) As a parking or storage place on a permanent basis for trailers, truck campers, boat trailers, snowmobiles, or other off-road vehicles.

(b) As a place to raise domestic animals of any kind except for a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(d) For a second dwelling in the nature of guest houses. However, when same ownership and occupied by either employees or relatives of owner, such may be approved by the Committee.

(e) For fencing except as approved by the Committee.

Section 3. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules. However nothing contained herein notwithstanding the function of the Committee is to protect and enhance the architectural integrity of the subdivision and no rules or regulations shall be enforceable which unduly restrict the lot owner from constructing a residence within the bounds of said architectural integrity .

Section 4. A vote of 50 percent of the lot owners within the subdivision can adopt, amend, or repeal such rules.

Section 5. Building Location and Easements:

(a) 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 lines shown 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 or nearer than fifteen (15) feet to any side street line, except that on all lots abutting collector and arterial streets no building shall be located nearer than twenty (20) feet respectively to the street property lines of said streets.

(b) No building shall be located nearer than five (5) feet to an interior lot liner except that no side yard shall be required for a garage or other permitted accessory building located twenty (20) feet or more from the minimum building setback lien. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line.

(c) 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 portion of a building on a lot to encroach upon another lot.

(d) In no event shall a building be placed upon a lot in violation of the then existing setback requirements or the City of Gillette in existence at the time or construction.

(e) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. 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 or 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.

(f) No single family residence shall be constructed without an attached two car or larger garage.

(g) All residences constructed in the subdivision shall have exterior colors in earth tones or pastels which have, previous to application, been approved by the Architectural committee.

Section 6. Architectural and Landscape Control Committee Consent. In all cases in which Architectural Control Committee consent is required the following provisions shall apply:

(a) Material Required to be Submitted: Where consent must be acquired by lot owners or any association of owners from the Architectural and Landscape Control Committee plot plans, plans specifications, and other materials the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days In advance of the occurrence which requires consent.

(b) Architectural and Landscape Control Committee Discretion and Guidelines: The Architectural Control Committee may at its discretion withhold consent with respect to any proposal if the Committee find the proposal would be inappropriate for the particular lot or incompatible with the neighboring property within Sage Valley Estates Phase II. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor or which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to the proposal.

(c) Failure to Act: In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5(a) the Committee shall conclusively be deemed to have consented to the proposal .

(d) Effective Period of Consent: Architectural Control Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time for the Architectural Control Committee.

ARTICLE II

RESTRICTION ON USE or PROPERTY

Section 1. Use and Occupancy of Private Areas: Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction and Alterations of Improvements in Private Areas: No person, association, or owner shall construct or reconstruct any improvement on any lot, make any change in any lot, whether by excavation, fill, alteration or existing drainage, or the cutting or removal of vegetation shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless such person, association, or owner has first obtained the consent thereto of the Architectural Control Committee

Section 3. Maintenance of Lots: Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Each lawn must be established one year after construction of house is complete.

Section 4. Type of Residence: No residence other than a single family dwelling of original construction ("stick-built) for private Use may be constructed on any lot. No mobile home or trailer or other portable may be used as a residence.

Section 5. Temporary Structures: Temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period or construction of a dwelling house, however, any such temporary structure shall be removed within 30 days after completion of the dwelling house or one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in those approved structures.

Section 6. Appearance: All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines and other service facilities shall be screened from view from neighboring lots and common areas in a manner approved by the Architectural Control Committee.

Section 7. Signs: No signs shall be placed or kept on a lot other than a sign 10"x24" of natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs approved by the committee shall be used to advertise a unit for sale.

Section 8. Utilities: No above-ground utilities, or open ditches, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 9. Offensive or Commercial Activities: No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done On a lot which interferes with or jeopardizes the enjoyment of other lots, common areas within or private recreational areas.

Section 10. View: The height or improvements or vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Architectural Control Committee shall be the sole judge of the suitability of such heights If the Architectural Control Committee determines there is such restriction in the view of other lot owners written notice shall be delivered to the offending owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architectural Control Committee, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner of the lot reasonable cost for work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

Section 11. Lighting: No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.

Section 12. Restrictions: Unless the Committee has consented in writing to a variation, the following restrictions apply:

a) All driveways must be composed of concrete or asphalt Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

b) All landowners must comply with the laws and regulations of the State of Wyoming, County of Campbell, and any municipality, applicable to fire protection, building constructions water sanitation, and public health.

c) No more than 12 months construction time shall elapse for the completion of a permanent dwelling.

d) No motorized vehicles other than automobiles may be operated on the property in the project.

e) No vehicles shall be permitted on any residential street or alley for more than one week.

f) No commercial type vehicle or 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.

g) No firearms shall be discharged on the property.

Section 13. Size of Residence: All ranch-style residences shall have at least 1350 square feet living space above ground level; and, all multi-level residences shall have at least 1800 square feet living space above ground, The Architectural Control Committee may allow exceptions to these requirements upon request by a homeowner with specific plans presented for a smaller residence.

ARTICLE III

GENERAL PROVISION

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages and may be brought by any property owner in the subdivision.

Section, 3. Severability. 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.

DATED this 10 day of December, 1997

K.G. CONSTRUCTION, INC.

By: Montie Means

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me this 10 day of December, 19 97, by Montie Means, on behalf of K.G. Construction, Inc.

WITNESS my hand and official seal.

Notary Public

My commission expires :

PATRICK L. GREEN - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires October 23, 1999

RECEIVED
DEC 11 1997
COUNTY CLERK

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 11th day of December A.D., 19 97 at 12:00 o'clock P M. and recorded in Book 1458 of Photos on page 276-278 Fees $ 10.00

726853

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

County Clerk and Ex-Officio Register of Deeds