

425461

PROTECTIVE COVENANTS

PART A Preamble

On this Tenth day of September, 1977, Pulte Home Corporation, a Delaware Corporation, owners of the following described property, to-wit:

- Lots 65 through 72
- Lots 75 through 82
- Lots 85 through 88
- Lots 93 through 94
- Lots 96 through 103
- Lots 107
- Lots 109 through 112
- Lots 114 through 115
- Lots 117 through 119
- Lots 127

Saunders Subdivision, Gillette, 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:

- Lots 65 through 72
- Lots 75 through 82
- Lots 85 through 88
- Lots 93 through 94
- Lots 96 through 103
- Lots 107
- Lots 109 through 112
- Lots 114 through 115
- Lots 117 through 119
- Lots 127

Saunders Subdivision, Gillette, Wyoming.

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 them for a period of 25 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.

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise effect 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:

Jack Hansen, Darwin Buchheit, Robert Briscohan

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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.

2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. Architectural Control. No building 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 set-back line unless similarly approved. Approval shall be as hereinabove provided.

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.

DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 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 600 square feet for dwelling 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 set-back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 75 feet to the front lot line.

2. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 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 position 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 for recreational purposes.

SIGNS

No sign of any kind shall be displayed for public view on any lot except one professional sign of not more than one square foot, 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 drilling, oil development or 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 shall 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, retained, or permitted upon any lot.

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.

GARBAGE OR 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

WATER SUPPLY

No individual water supply system shall be permitted on any lots unless such system is located, constructed and equiped in accordance with the requirements, standards and recommendations of the public health authority for the State of Wyoming. Approval of such systems as installed shall be obtained from such authority.

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 public health authority for the State of Wyoming. Approval of such system as installed shall be obtained from such 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 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 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, no trucks, not to include commonly known as pickup trucks; shall be stored or parked on any lot except in a closed garage, nor parked on any residential street or alley except while engaged in transport to or from a resident.

STORING, ABANDONMENT, AND REPAIR OF VEHICLES

No vehicle of any kind shall be stored or abandoned on any lot or street. No vehicle of any kind shall be parked for more than 24 hours on any lot or street for the purpose of making repairs or alterations thereon.

Pulte Home Corporation

*[Handwritten Signature]*

STATE OF WYOMING )  
 : SS  
COUNTY OF CARBON )

The above and foregoing instrument was acknowledged before me by Robert R. Bissach  
this 23 day of September, 1977.

Witness my hand and official seal.  
B. K. KILLION - Notary Public  
County of Natrona State of Wyoming  
My Commission Expires Sept. 30, 1980  
My commission expires: [Signature]  
Notary Public

STATE OF WYOMING }  
 } ss.  
Campbell County  
Filed for record this 8th day of September A. D. 19 77 at 9:32 o'clock A.M. and recorded in Book 390  
of Photos on page 47 Fees \$2.00  
William E. Addison  
County Clerk and Ex-Officio Register of Deeds  
RECORDED  
ABSTRACTED  
INDEXED  
CHECKED  
By [Signature]  
Deputy  
425451

PROTECTIVE COVENANTS

PART A Preamble

On this <sup>seventh</sup> ~~Tenth~~ day of September, 1977, Pulte Home Corporation, a Delaware Corporation, owners of the following described property, to-wit:

Lots 65 through 72  
Lots 75 through 82  
Lots 85 through 88  
Lots 93 through 94  
Lots 96 through 103  
Lots 107  
Lots 109 through 112  
Lots 114 through 115  
Lots 117 through 119  
Lots 127

Saunders Subdivision, Gillette, Wyoming.  
1st EXTENSION

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.

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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 set-back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line.
2. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line.
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No vehicle of any kind shall be stored or abandoned on any lot or street. No vehicle of any kind shall be parked for more than 24 hours on any lot or street for the purpose of making repairs or alterations thereon.

Pulte Home Corporation

*[Handwritten Signature]*

STATE OF WYOMING )  
 : SS  
COUNTY OF CARBON )

The above and foregoing instrument was acknowledged before me by

Robert A. Baiswick

this 27th day of September, 1977.

Witness my hand and official seal.

B. K. KILLION - Notary Public  
Country of Natrona State of Wyoming  
My Commission Expires Sept. 30, 1980  
My commission expires.

*[Handwritten Signature]*  
Notary Public

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT DATE OF INSTRUMENT AND TO ADD LEGAL DESCRIPTION TO LEGAL DESCRIPTION.

STATE OF WYOMING }  
 } ss.  
Campbell County }

Filed for record this 8th day of September A. D., 19 77 at 9:32 o'clock A.M. and recorded in Book 390 of Photos on page 47 Fees \$ 9.00

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Christy Baker  
Deputy

STATE OF WYOMING }  
 } ss.  
Campbell County }

Filed for record this 28th day of NOVEMBER A. D., 19 77 at 2:28 o'clock P. M. and recorded in Book 398 of PHOTOS on page 583 Fees \$ 9.00

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Christy Baker  
Deputy