

508077

DECLARATION OF RESTRICTIVE AND  
PROTECTIVE RESIDENTIAL COVENANTS  
FOR BLOCKS 7, 8, 9, AND 10 OF  
WINCHESTER RIDGE SUBDIVISION FILING NO. 1

HOUSING SERVICES, INC., fee owner of the following described real property  
located in the County of Campbell, State of Wyoming (hereafter "HSI"), to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, of  
Block 7; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and  
10 of Block 8; Lots 1, 2, 3, 4, 5, 6, 7, and 8  
of Block 9; and Lots 1, 2, 3, 4, 5, 6, 7, and  
8 of Block 10 of Winchester Ridge Subdivision  
Filing No. 1, a part of Sections 26, 27, 34,  
and 35, Township 44 North, Range 72 West of  
the Sixth Principal Meridian, County of  
Campbell, State of Wyoming, according to the  
plat thereof filed for record at Book 3 of  
Plats, pages 90 through 93 of the records of  
the County Clerk and Recorder, Campbell County,  
Wyoming,

hereby makes the following declaration as to limitations, restrictions, and  
uses to which certain lots within such subdivision (hereafter "the Subdivision")  
may be put, and hereby specifies that such declaration shall constitute cove-  
nants to run with all the land, as provided by law, and shall be binding on  
persons or entities now or hereafter owning said lots and all persons claiming  
under them, and for the benefit of and limitation upon all future lot owners in  
the Subdivision, to-wit:

SECTION A. PURPOSE OF COVENANTS

The purpose of these restrictions is to ensure the use of the lots referred  
to in Section B.1. hereof for attractive residential purposes only, to prevent  
nuisances, to prevent the impairment of the attractiveness of said lots and  
adjacent property, and to maintain the desired tone of the community, and  
thereby to secure to each lot owner within the Subdivision the full benefit and  
enjoyment of his property, with no greater restriction on the free and undis-  
turbed use of said lot than is necessary to ensure the same advantages to other  
lot owners.

SECTION B. COVENANTS - RESIDENTIAL AREA:

1. The following restrictive covenants shall apply to Lots 1 through 11  
of Block 7, Lots 1 through 10 of Block 8, Lots 1 through 8 of Block 9, and  
Lots 1 through 8 of Block 10 of Winchester Ridge Subdivision Filing No. 1:

STATE OF WYOMING

Campbell County

Filed for record this 25th day of Feb. A. D. 19 82 at 9:42 o'clock A. M. and recorded in Book 598  
of Photos on page 321 Fees \$ 6. 00

By W. E. Addison  
County Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By W. E. Addison  
Deputy

508077

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 three cars. No lot shall be further subdivided after the date on which these covenants are recorded in the office of the County Clerk and Recorder of Campbell County, Wyoming.

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 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 reserved as shown on the recorded plat of Winchester Ridge Subdivision Filing No. 1. 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 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 and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.

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 and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.

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 or common area.

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. Mobile Homes and Trailers. 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 on any lot.

(i) "Mobile Home", as used in this Declaration, 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, having a metal frame, 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 outbuildings. This covenant shall not exclude factory-built modular housing of a conventional type, although not constructed on the premises.

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 Rancho Drive.

q. Fences. Fencing along the side property lines extending perpendicular to the front set back and along the rear property line shall not exceed six feet in height. Fencing in the front yard set back area shall not exceed three feet in height and shall be open in design. Fencing such as a chain link or log type are typical of an open fence. Any lot having both front and rear yard street frontages shall have a six (6) foot high privacy fence (closed type) along the portion of the rear property line which fronts on the street.

r. No lot owner shall commence construction of any building, structure, or other improvement without first submitting (either personally or via representative) a site plan to Housing Services, Inc., for its approval. The date the plan was submitted will be recorded on the site plan in the presence of the lot owner or their representatives. The site plan will show the location of the structure on the lot, with dimensions from the structure to the property lines. Fence location and type will be shown. Housing Services, Inc., will respond within 10 working days from the date of receipt or the lot owner may automatically assume that the site plan has been approved.

SECTION C. DURATION AND AMENDMENT

1. Duration:

This Declaration, and any amendments hereto, shall remain in effect until December 31, 2011, unless sooner terminated as hereinafter provided.

2. Amendment:

This Declaration may be amended or terminated or extended for successive 20-year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the lots within the Subdivision, other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the lots in the Subdivision. Amendments made pursuant to the provisions of this Section C.2. shall ensure to the benefit of and be binding upon the owners of all land in the Subdivision, and any others having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record of ownership of the land shall be evidence of such ownership and status for voting purposes.

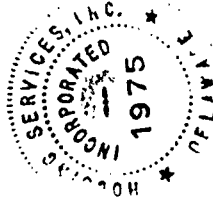
SECTION D. ENFORCEMENT

The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions, and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by HSI. Violation of any condition, covenant, restriction, or reservation herein contained shall give to HSI and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. Every act, omission to act, or condition which violates the covenants, conditions, restrictions, and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to each Lot owner and HSI. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or HSI to enforce any of the conditions, covenants, restrictions, or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and neither the Lot owners nor HSI shall be liable therefor.

SECTION E. LIMITED LIABILITY

Neither HSI nor any director, officer, member, agent, or employee thereof shall be liable to any party for any action or for failure to act with respect to any matter if the action was taken or failure to act was in good faith.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Declaration as of the 26th day of January, 1982.



HOUSING SERVICES, INC.

By R. E. Huff  
R. E. Huff, Vice President

M. K. Sington  
Assistant Secretary

STATE OF COLORADO )  
CITY AND 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 26TH day of JANUARY, 1982.

WITNESS my hand and official seal.



E. Albert Thomas  
Notary Public

My Commission Expires May 11, 1985

Arco Coal Co.  
P. O. Box 5300  
Denver, CO 80217

