

530597

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
THE YELLOWSTONE SUBDIVISION  
A RESUBDIVISION OF LOT 1, BLOCK 7 OF  
THE HAY CREEK SUBDIVISION FILING NO. 1

THIS DECLARATION made this 13th day of MAY, 1983 by Harley Hall hereinafter called "Developer". The Developer, fee owner of the following described real property located in the County of Campbell, State of Wyoming, to-wit:

Lots 1-37 Block 1  
Lots 1-11 Block 2  
Yellowstone Subdivision

does hereby make this Declaration of Protective Covenants applicable to all areas designated for residences within the described area.

1. All lots of the original plat may be sold for residential purposes and use and mobile homes may be placed or permitted to remain on any lot or portion thereof.
2. Architectural Control: No home or other structure shall be placed on any original lot or any portion of any lot until the construction plans and specifications and a plan showing the location of the home have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures(s) and location with respect to topography and finish grade elevations. Approval shall be as provided in Paragraph #16.
3. Dwelling Quality and Size: No home shall be permitted on any lot in which the floor area is less than 700 square feet and the minimum home width shall be 14 feet.
4. Building Locations:
  - A. No zero lot line buildings will be permitted.
  - B. For the purposes of this Covenant, eaves, steps, overhangs and open porches shall not be considered as part of a building. However, this restriction shall not be construed to permit any portion of a building to encroach upon another lot or portion of a lot owned by others without an easement.

STATE OF WYOMING }  
Campbell County } ss.

Filed for record this 7th day of June A.D. 19 83 at 3:20 o'clock P.M. and recorded in Book 684

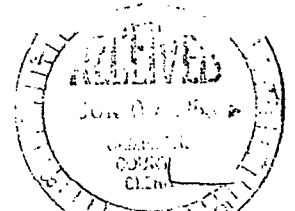
of Photos on page 317 Fees \$ 20.00

530597

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Suzanne E. Addison  
Deputy



5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or described on an individual deed for sewer and/or water service lines. 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 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. For the purpose of these covenants any platted easement for utilities shall be a drainage easement.
6. Nuisances: No obnoxious 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.
7. Temporary Structures: No structure or vehicle of a temporary character, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence.
8. Parking and Non-Operative Vehicles and Facilities:
  - A. No vehicles exceeding 20,000 pounds g.v.w. or 35 ft. in length shall be permitted to park within the subdivision.
  - B. Parking of trailer-campers, truck-campers, bus-campers, trailers and other large vehicles shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.
  - C. The parking of boats and recreational vehicles on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.
9. Signs. No sign of any kind shall be displayed to the public view on any lot except 1) one professional sign of not more than one square foot.

- 2) one sign of not more than five square feet advertising the property for sale or rent, or
  - 3) signs used by a builder to advertise the property during the construction and sales period.
10. Oil and mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation 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.
  11. 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.
  12. 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. Garbage cans and refuse containers are to be kept out of sight except on garbage collection day.
  13. Fencing Restrictions: The maximum height of any fence shall be six (6) feet. The maximum height of any fencing in front of the front line of the residence or garage shall be four (4) feet. No fencing shall be allowed within fifteen (15) feet of the front curb line. Fencing material and construction design shall conform with the established fencing plan of the subdivision. All fencing erected on the property line between the properties shall be maintained at the joint equal expense of the owners of both properties. Fencing shall be considered a structure to be approved by the Architectural Control Committee.
  14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 sight-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. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

15. Architectural Control Committee:

A. Makeup. The Architectural Control Committee is composed of the following:

Harley Hall, Walt Wierzbicki, and Ed Gordon

all of Wright, Wyoming.

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 authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, 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 may be recorded.

B. 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 in writing in person to one of the members of the Architectural Control Committee, or in the 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.

16. Home (Lot) Owners Association:

A. Membership- Every person or entity who is an Owner of any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association.

B. Voting Rights- The Association shall have two classes of voting membership:

Class A- Class A members shall be all those Owners as defined in Section 16A with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 16A. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. In the event such persons fail to agree then their vote shall be cast according to their respective interests.

Class B- The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 16A, provided that the Class

B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) on November 1, 1991; or
- (b) at such earlier date as Developer has sold 75% of the lots.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interest required for membership under Section 16.

C. Annual Meeting- The Association members shall meet at an annual meeting at a time and place established by the Board of Directors on the second Wednesday in February in Wright, Wyoming.

17. Covenants for Maintenance Assessments:

- A. Creation of the Lien and Personal Obligation of Assessments- Every person or entity who is an owner of any lot and the successive Owners of any lot by acceptance of a deed shall be deemed to covenant and agree to pay the Association: (1) regular assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be the obligation of the person or entity that was the Owner of such property at the time when the assessment fell due.
- B. Purpose of Assessments- The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, aesthetics and welfare of the residents of the subdivision. In particular, the assessments are to be used for the improvement, operation and maintenance of the Association itself, roadways, street lights, and other facilities devoted to the above named purposes and the related costs thereof including labor, equipment, materials, utilities, management, and attorneys fees.
- C. Initial Deposit-An initial one-time assessment of \$5 (Five Dollars) per lot shall be paid by the Developer at the time of closing of each lot.

- D. Regular Assessments- The Board of Directors of the Association shall establish the amount of the regular monthly assessments.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, provide for accumulation of reserves to meet projected needs.

- E. Special Assessments for Capital Improvements- In addition to the regular assessments authorized by Section D hereof, the Association may levy special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvements, provided that any such special assessment exceeding \$500.00 of improvement costs shall have the assent of two-thirds (2/3) of the Association votes who are voting in person or by written proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

- F. Quorum For Any Action Authorized Under Section E- The quorum required for any action authorized by Section E shall be as follows:

At the first meeting called, as provided in Section E hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty percent (50%) of all the Association's votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be continued subject to the notice requirement set forth in Section E, and the required quorum at any such continued meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding month.

- G. Assessment Period- The assessment period for regular assessments shall be one month. All regular assessments shall be fixed at a monthly rate and may be adjusted by the Board of Directors. All assessments must be fixed at a uniform rate for all lots.
- H. Date of Commencement of Regular Assessments- Due Dates- The regular assessments shall become due and payable on the first day of each month beginning on the month of the commencement date or such other date as fixed by the Board of Directors.
- I. Board of Directors-

A. Formation, Terms, and Vacancies- The affairs of the Association shall be managed by a three person Board of Directors, who need not be members of the Association. At the first annual meeting of the Association the members shall elect one director for a term of one (1) year, one director for a term of two (2) years, and one director for a term of three (3) years. Thereafter, all new terms shall be for three (3) years. Any director may be removed from the Board by a majority vote of all members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

B. Nominations.-Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of three members, one of whom shall be a member of the Board of Directors, and shall be appointed by the Board of Directors prior to each annual meeting of the members to serve until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the board as it desires, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

C. Elections- Election to the Board of Directors shall be by secret written ballot. At such election the members or their written proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Section 16B above. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

D. Duties- The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period, and shall at that time, prepare a roster of the properties and assessments applicable thereto and keep a book of account showing receipts and disbursements which shall be kept in the office of the Association and shall be open to inspection by any Owner at reasonable times. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Board of Directors shall have the power to promulgate By-Laws for the Association, so long as they are approved by a majority vote of all Association members eligible to vote.

J. Effect of Non-Payment of Assessment; The Personal Obligation of Owner; the Lien; Remedies of Association- If the assessments are not paid on the date when due (being the dates specified in Section H hereof), then such assessment shall become delinquent and shall,

together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in the title unless expressly assumed by them. Association members whose assessment payments are delinquent may not vote at the annual or specially called meetings.

- K. Subordination of the Association's Lien to Mortgages- The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.
- L. Property Exempt From Assessment- Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens. The roadways of the subdivision have been dedicated to the public for its perpetual use.
18. Terms: 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 thirty (30) 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.
19. Enforcement: The Association shall have the sole and exclusive right and authority to determine compliance with the Covenants contained herein and to allocate and assess the costs for the improvement, maintenance and repair of all roadways. Upon the violation of any Covenant, or upon the failure to pay any assessment, written notice of such violation or failure shall be directed to the violator, who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, the Association shall have the right to exercise all of its legal rights and remedies at law or in equity in order to enforce these Covenants. In addition, an unpaid assessment shall accrue interest from the due date at the legal rate of seven (7%) per cent per annum. Furthermore, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of



