



PROTECTIVE COVENANTS  
OF  
CHEROKEE MEADOWS SUBDIVISION  
CARBON COUNTY, WYOMING

WHEREAS, William Z. Saulcy, Jr. and Judith Jean Saulcy, husband and wife, are the owners and developers of certain land situate in Carbon County, Wyoming, and known and designated as CHEROKEE MEADOWS SUBDIVISION, platted over Sections 31 and 32, Township 15 North, Range 53 West of the 6th P.M., in Carbon County, Wyoming; and

WHEREAS, said owners desire to hereby maintain, establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within the Cherokee Meadows Subdivision for the benefit of themselves and their respective grantees, successors and assigns.

NOW THEREFORE, there are hereby created, declared and established in Cherokee Meadows Subdivision, Carbon County, Wyoming, the following restrictive covenants, easements, reservations and requirements upon the lands within said Subdivision, which restrictive covenants, easements, reservations and requirements shall run with the land and remain in full force and effect for a period of thirty (30) years from and after the date hereof, or until amended or rescinded upon the written consent of the owners of record of a majority of the lots in said Subdivision, whichever shall first occur.

I. ARCHITECTURAL CONTROL COMMITTEE

A. COMMITTEE. The Architectural Control Committee shall consist of three members to review, study, and approve or reject proposed improvements within said Subdivision. The first Committee shall be composed of William R. Saulcy, Jr. and Judith Jean Saulcy, and one other person owning lands within the boundaries of said Subdivision. The third person to so act shall be named by the said William R. Saulcy, Jr. and Judith Jean Saulcy. The members of the first Committee shall act for a period of five years from the date of the recording of this instrument and thereafter the Committee shall be elected annually on the first Monday of July, by a majority vote of the property owners of Cherokee Meadows Subdivision with one vote being allowed for each lot or parcel therein. A majority of the Committee may designate a representative to act for it and in the event of the death or resignation of any member of the

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



Committee, the remaining members shall have the authority to appoint a successor who shall serve the unexpired term of said office.

B. PROCEDURE. No building, outbuilding, fence, wall or other improvement shall be constructed or maintained on said premises; nor shall any alteration thereto or thereon be made, until plans or specifications showing the location, materials, landscaping, and such other information relating to such improvements as the Committee may reasonably require shall have been submitted (in duplicate) to and approved by the Committee in writing.

C. CRITERIA. In passing upon any plans and specifications submitted to it, the Committee shall consider: (a) suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located; (b) the nature of adjacent and neighboring improvements; (c) the quality of the materials to be utilized in any proposed improvement; and (d) the effect of any proposed improvement on the outlook of any adjacent or neighboring property.

D. OBJECTIVE. It shall be an objective of the Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired.

E. RULES AND REGULATIONS. The Committee shall have power to adopt reasonable rules and regulations together with building requirements not inconsistent with these protective restrictions, conditions and covenants upon ten days written notice to all interested parties, which notice shall be given by depositing the same certified mail addressed to such interested parties at their last known addresses.

## 2. LAND USE AND BUILDING TYPE

Nothing other than a single dwelling or residence designed for the occupancy of one family, shall be erected on any platted lot without the Committee approval in this Subdivision, nor shall said premises be used for any purpose other than residential purposes. No buildings shall be erected or placed on said premises except a residence, appurtenant garage and such outbuildings as the Committee shall determine in their sole discretion to be directly incidental to residential use.

Except as herein provided, no building or structure shall be erected, altered, placed or permitted to remain on any lot or tract other than one

detached single family dwelling to not exceed one and one-half stories in height above high ground side of house, and a private garage for not more than three cars.

Other buildings, such as barns, sheds, and outbuildings, must be well-constructed, neat appearing, designed and built of the same materials as the main dwelling, and will not exceed 15' in height.

No lot shall be resubdivided into smaller lots or conveyed or encumbered in less than full and original dimensions as originally conveyed by the persons executing the covenants, except on the approval of the Committee as herein provided for approval of construction of improvements on said lots.

### 3. DWELLING SIZE.

No dwelling shall be erected on any lot or parcel unless it shall have a minimum fully enclosed habitable floor area, devoted to living purposes exclusive of porches, terraces, and garages, of one thousand four hundred forty (1,440) square feet. All homes must have no less than a one car garage or carport of a minimum 14' by 24', and no more than a three car garage or carport.

### 4. SETBACK LINES.

No dwelling or building of any kind shall be erected or located, nor shall any material or refuse be placed or stored, within thirty feet of any property line.

### 5. TEMPORARY STRUCTURES.

No temporary structures, excavation, basement, trailer or tent shall be permitted on said premises except as may be necessary during construction or as otherwise authorized by the Committee.

### 6. CONTINUITY OF CONSTRUCTION.

All structures commenced within the boundaries of Cherokee Meadows Sub-division shall be prosecuted diligently to completion and shall be completed within thirty-six (36) months from date of commencement of construction, excepting only with the written consent of the Committee.

## 7. EASEMENTS.

Easements for installation and maintenance of utilities, drainage facilities, roads, and pedestrian walkways, are and will be reserved as shown on the recorded map and plat of said subdivision. With said easements, no structure, planting or other material shall be placed or permitted to remain which might damage or interfere with the installation and maintenance of any of said utilities, roads or walkways. The easement area of each site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible. No easement of any type, whether road or path, shall at any time be used for cattle or livestock drives, except roadways dedicated to public use.

## 8. SURFACE WATER AND DRAINAGE.

William R. Saulcy, Jr. and Judith Jean Saulcy hereby reserve the rights to water appurtenant to the property hereby conveyed, or that may have been heretofore used in connection therewith, together with the right to change the place of use thereof; to use all natural drainage courses traversing the property within the boundaries of Cherokee Meadows Subdivision for the purpose of conducting surface water that may drain from other property.

Said parties hereby further reserve the right to enlarge any and all of said drainage courses and to install pipe therein with the right of ingress and egress from all parts of the property within said Subdivision that may be necessary for the maintenance, enlargement or other improvements of said drainage courses.

## 9. SANITATION.

All structures erected, altered, placed or permitted on any lot or parcel shall be provided with (a) at least one kitchen sink and one flush-type toilet to be installed inside the structure, and (b) an approved sewage disposal system installed in accordance with the Wyoming State Board of Health Standards and Regulations. No outside toilet nor pit privy shall be allowed on any lot or parcel, nor shall any sewage be permitted to escape into the Encampment River or any of its tributaries. All septic tank drain fields

must be at least 100 feet from the bank of any established water course. Committee will establish criteria for septic systems on individual lots.

10. GARBAGE AND REFUSE DISPOSAL.

No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, refuse, or obnoxious or offensive material shall not be permitted to accumulate on any site. Each resident shall be responsible for periodic removal of his trash, garbage, and rubbish to some municipal or State-approved dump area at sufficient intervals so that no site shall become unsightly. The burning of trash, garbage, and rubbish shall be prohibited except that wood derivatives may be burned in Committee-approved incinerators. Fly and animal-tight containers shall be required for the storage of garbage and refuse pending its removal and disposal.

In the event that the owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles, or other unsightly growths or objects including unlicensed vehicles or equipment, then the subdivider or named committee may enter upon the said lands and remove the same at the expense of the owner, and such entry shall not be deemed as a trespass.

11. FIRE PREVENTION.

Spark arresters shall be installed in or on all chimneys. All heating systems shall be installed in accordance with the Board of Fire Underwriter specifications. All electrical wiring shall be installed and meet the Board of Fire Underwriter specifications. Open fires for the burning of brush and dead timber shall be prohibited except with the prior written approval of the Committee.

12. NUISANCES.

No obnoxious or offensive activity shall be carried on or upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

13. STORAGE TANKS.

No elevated tanks of any kind shall be erected, placed, or permitted upon any site. Any tank for use in connection with any residence or building

on the lots, including tanks for the storage of gas, fuel oil, gasoline, or oil must be buried or kept screened by adequate planning or fencing to conceal them from neighboring lots and streets. Any tanks to be so placed, together with the planning or fencing to conceal the same must be first approved by the Committee.

14. BUSINESSES.

Neither said premises nor any buildings erected thereon shall at any time be used for the purpose of any trade, business, or manufacture.

15. 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 or parcel nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or parcel.

16. SIGNS.

No billboards, sign boards (except reasonable signs for sale of site and owner identification signs) or unsightly objects of any kind shall be maintained or permitted on said premises.

17. TREES.

No trees shall be cut or removed from said premises except with prior written approval of the Committee.

18. LIVESTOCK AND POULTRY.

Dogs, cats, and house pets are permitted except that none of such pets shall be kept, bred or maintained upon a commercial basis. All such pets shall at all times be restrained by their owners, so that they remain within the premises of their owners. No tract owner shall keep a total of more than one head of calves, horses, ponies, or sheep per half acre of ground, nor more than twelve chickens, pigeons, or rabbits (the latter group confined at all times) per tract. Tract owners shall be prohibited from keeping and maintaining any other kinds of livestock or pets except as hereinabove provided. Any pets or

livestock kept and maintained in accordance with these restrictive covenants must be confined to the premises of the owners thereof, excepting horses and ponies which may be in the control of the owner. All such specified pets or livestock which are maintained on any of said premises shall be housed and maintained in a sanitary manner in clean quarters, which quarters shall be at least 100 feet from any house, and backed up to the back of the tract if possible, closed on both sides to the surrounding landowners, and opening only toward the residence of the owner of said livestock. No one is to maintain any pets that are a proven nuisance to neighbors.

19. FIREARMS.

No firearms shall be used or discharged within this Subdivision.

20. OFF-STREET PARKING.

In all residential lots or tracts, provision shall be made that there shall be off-street parking for a minimum of two automobiles for each family unit of any dwelling (driveway).

21. ADMINISTRATION POWERS.

The Architectural Control Committee shall also have power to construct and maintain perimeter fences around the Subdivision, the roadways within the same and to the county road, and shall also control construction and maintenance of the water system and all phases thereof, except from mains to buildings. It may make and enforce reasonable rules concerning the use of the water and roads and shall apportion the cost of construction and maintenance of the aforesaid items equally among the several lot owners. The Committee may refuse to allow any lot owner to connect to the water main until the cost of construction, connection and refill is paid in advance. If any lot owner shall neglect to pay his share of the aforesaid costs apportioned to him for a period of 60 days, the Committee may sue him in its name and shall be entitled to collect interest, court costs, and reasonable attorney's fees incurred in the collection thereof.

22. ENFORCEMENT.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these



covenants, either to restrain violator or to recover damage or both. Said proceedings may be initiated and prosecuted by any person owning property situate within the boundaries of Cherokee Meadows Subdivision.

23. SEVERABILITY.

Each and every covenant, restriction, reservation, and servitude contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of such covenants, restrictions, reservations and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations, and servitudes, shall nevertheless remain in full force and effect.

24. COVENANTS AND RESTRICTIONS TO RUN WITH LAND.

All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and any grantee by accepting a deed to any of the land situate within Cherokee Meadows Subdivision accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of said covenants, restrictions, reservations, and servitudes, jointly, separately, and severally.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be signed and sealed this 6<sup>th</sup> day of July, 1976.

William R. Saulcy, Jr.  
William R. Saulcy, Jr.

Judith Jean Saulcy  
Judith Jean Saulcy

STATE OF WYOMING     )  
                                  : ss.  
County of Carbon    )

On this 6<sup>th</sup> day of July, 1976, before me personally appeared William R. Saulcy, Jr. and Judith Jean Saulcy, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and

acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal, this 17<sup>th</sup> day of July.

1976.



Harold M. Johnson  
Notary Public

commission expires January 13, 1977.

STATE OF WYOMING }  
Carbon County. } No. 57-1573

Filed for record on this 7<sup>th</sup> day  
of July A. D. 1976, at 1:50  
P.M. and recorded in Book 641  
Page 5  
Mary E. Bradford  
Mary E. Bradford, County Clerk and Equalize Register of Deeds  
By Margaret E. Logan Deputy

AMENDMENTS TO PROTECTIVE COVENANTS TO CHEROKEE MEADOWS  
SUBDIVISION, CARBON COUNTY, WYOMING

WHEREAS William R. Saulcy, Jr. and Judith Jean Saulcy, husband and wife, are the owners and developers of certain land situate in Carbon County, Wyoming and known and designated as CHEROKEE MEADOWS SUBDIVISION, platted over Sections 31 and 34, Township 15 North, Range 83 West of the 6th P.M., in Carbon County, Wyoming; and

WHEREAS said owners did, on the 7th day of July, 1976 at 4:40 p.m. record protective covenants of Cherokee Meadows Subdivision, Carbon County, Wyoming in the office of the County Clerk and Ex-Officio Register of Deeds, Carbon County, Wyoming, in Book 641 at page 5; and

WHEREAS said owners are, on the date of recordation of these amendments to said protective covenants of Cherokee Meadows Subdivision, Carbon County, Wyoming, still owners of the entire tract of land constituting said subdivision and wish to vacate said original protective covenants and substitute therefore these amended protective covenants;

NOW, THEREFORE, said owners do hereby vacate and terminate said original protective covenants of Cherokee Meadows Subdivision Carbon County, Wyoming, recorded in the office of the County Clerk and Ex-Officio Register of Deeds, Carbon County, Wyoming, and substitute therefor these amended protective covenants of Cherokee Meadows Subdivision, Carbon County, Wyoming which restrictive covenants, easements, reservations and requirements shall run with the land and shall remain in full force and effect for a period of 30 years from and after the date hereof, or until amended or rescinded upon the written consent of the owners of record of a majority of the lots of said subdivision, which shall ever first occur.

1. ARCHITECTURAL CONTROL COMMITTEE

A. COMMITTEE. The Architectural Control Committee shall consist of three members to review, study, and approve or reject proposed improvements within said subdivision. The first committee shall be composed of William R. Saulcy and Judith Jean Saulcy, and Willard J. Foreman. The members of the first committee shall act for a period of five years from the date of the recording of this instrument and thereafter the committee shall be elected annually on the first Monday of July, by a majority vote of the property owners of Cherokee Meadows Subdivision with one vote being allowed for each lot or parcel therein. A majority of the committee may designate a representative to act for it and in the event of the death or resignation of any member of the committee, the remaining members shall have the authority to appoint a successor who shall serve the unexpired term of said office.

B. PROCEDURES. No building, outbuilding, fence, wall or other improvement shall be constructed or maintained on said premises; nor shall any alteration thereto or thereon be made, until plans or specifications showing the location, materials, landscaping, and such other information relating to the such improvements as the committee may reasonably require shall have been submitted (in duplicate) to and approved by the committee in writing.



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

C. CRITERIA. In passing upon any plans and specifications submitted to it, the committee shall consider: (a) suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located; (b) the nature of adjacent and neighboring improvements; (c) the quality of the materials to be utilized in any proposed improvement; and (d) the effect of any proposed improvement on the outlook of any adjacent or neighboring property.

D. OBJECTIVE. It shall be an objective of the committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired.

F. RULES AND REGULATIONS. The committee shall have power to adopt reasonable rules and regulations together with building requirements not inconsistent with these protective restrictions, conditions and covenants upon ten days written notice to all interested parties, which notice shall be given by depositing the same certified mail addressed to such interested parties at their last known addresses.

## 2. LAND USE AND BUILDING TYPE

Nothing other than a single dwelling or residence designed for the occupancy of one family, shall be erected on any platted lot without the committee approval in this subdivision, nor shall said premises be used for any purpose other than residential purposes. No building shall be erected or placed on said premises except a residence, appurtenant garage and such outbuildings as the committee shall determine in their sole discretion to be directly incidental to residential use.

Except as herein provided, no building or structure shall be erected, altered, placed or permitted to remain on any lot or tract other than one detached single family dwelling not to exceed one and one-half stories in height above high ground side of house, and a private garage for not more than three cars.

Other buildings, such as barns, sheds, and outbuildings, must be well-constructed, neat appearing, designed and built of the same materials as the main dwelling, and will not exceed 15 feet in height.

No mobile homes will be erected, altered, placed or permitted on any lot or tract. No modular homes will be erected, altered, placed or permitted on any lot or tract except those allowed at the sole and arbitrary discretion of the Architectural Control Committee.

No lot shall be resubdivided into smaller lots or conveyed or encumbered in less than full and original dimensions as originally conveyed by the persons executing the covenants, except on the approval of the committee as herein provided for approval of construction of improvements on said lots.

## 3. DWELLING SIZE

No dwelling shall be erected on any lot or parcel unless it shall have a minimum fully enclosed habitable floor area, devoted to living purposes exclusive of porches, terraces, and garages, of one thousand two hundred (1,200) square feet. All homes must have no less than a one car garage or carport of a minimum 14' by 24', and no more than a three car garage or carport.

## 4. SETBACK LINES

No dwelling or building of any kind shall be erected or located, nor shall any material or refuse be placed or stored, within thirty feet of any property line.

#### 5. TEMPORARY STRUCTURES

No temporary structures, excavation, basement, trailer or tent shall be permitted on said premises except as may be necessary during construction or as otherwise authorized by the committee.

#### 6. CONTINUITY OF CONSTRUCTION

All structures commenced within the boundaries of Cherokee Meadows Subdivision shall be prosecuted diligently to completion and shall be completed within thirty-six (36) months from date of commencement of construction, excepting only with the written consent of the committee.

#### 7. EASEMENTS

Easements for installation and maintenance of utilities, drainage facilities, roads, and pedestrian walkways, are and will be reserved as shown on the recorded map and plat of said subdivision. With said easements, no structure, planting or other material shall be placed or permitted to remain which might damage or interfere with the installation and maintenance of any of said utilities, roads or walkways. The easement area of each site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible. No easement of any type, whether road or path, shall at any time be used for cattle or livestock drives, except roadways dedicated to public use.

#### 8. SURFACE WATER AND DRAINAGE

William R. Saulcy, Jr. and Judith Jean Saulcy hereby reserve the rights to water appurtenant to the property hereby conveyed, or that may have been heretofore used in connection therewith, together with the right to change the place of use thereof; to use all natural drainage courses traversing the property within the boundaries of Cherokee Meadows Subdivision for the purpose of conducting surface water that may drain from other property.

Said parties hereby further reserve the right to enlarge any and all of said drainage courses and to install pipe therein with the right of ingress and egress from all parts of the property within said subdivision that may be necessary for the maintenance, enlargement or other improvements of said drainage courses.

#### 9. SANITATION

All structures erected, altered, placed or permitted on any lot or parcel shall be provided with (a) at least one kitchen sink and one flush-type toilet to be installed inside the structure, and (b) an approved sewage disposal system installed in accordance with the Wyoming State Board of Health Standards and Regulations. No outside toilet nor pit privy shall be allowed on any lot or parcel, nor shall any sewage be permitted to escape into the Encampment River or any of its tributaries. All septic tank drain fields must be at least 100 feet from the bank of any established water course. Committee will establish criteria and location of septic system and water systems on each individual lot.

#### 10. GARBAGE AND REFUSE DISPOSAL

No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, refuse or obnoxious or offensive material shall not be permitted to accumulate on any site. Each resident shall be responsible for periodic removal of

his trash, garbage, and rubbish to some municipal or State approved dump area at sufficient intervals so that no site shall become unsightly. The burning of trash, garbage, and rubbish shall be prohibited except that wood derivatives may be burned in committee-approved incinerators. Fly and animal-tight containers shall be required for the storage of garbage and refuse pending its removal and disposal.

In the event that the owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles, or other unsightly growths or objects including unlicensed vehicles or equipment, then the subdivider or named committee may enter upon the said lands and remove the same at the expense of the owner, and such entry shall not be deemed as a trespass.

#### 11. FIRE PREVENTION

Spark arresters shall be installed in or on all chimneys. All heating systems shall be installed in accordance with the Board of Fire Underwriter specifications. All electrical wiring shall be installed and meet the Board of Fire Underwriter specifications. Open fires for the burning of brush and dead timber shall be prohibited except with the prior written approval of the committee.

#### 12. NUISANCES

No obnoxious or offensive activity shall be carried on or upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

#### 13. STORAGE TANKS

No elevated tanks of any kind shall be erected, placed or permitted upon any site. Any tank for use in connection with any residence or building on the lots, including tanks for storage of gas, fuel oil, gasoline or oil must be buried or kept screened by adequate planning or fencing to conceal them from neighboring lots and streets. Any tanks to be so placed, together with the planning or fencing to conceal the same must be first approved by the committee.

#### 14. BUSINESSES

Neither said premises nor any buildings erected thereon shall at any time be used for the purpose of any trade, business, or manufacture.

#### 15. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind or method now known or hereafter developed shall be permitted upon or in any lot or parcel nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or parcel.

#### 16. SIGNS

No billboards, sign boards (except reasonable signs for sale of site and owner identification signs) or unsightly objects of any kind shall be maintained or permitted on said premises.

#### 17. TREES

No trees shall be cut or removed from said premises except with prior written approval of the committee.

## 18. LIVESTOCK AND POULTRY

Dogs, cats, and house pets are permitted except that none of such pets shall be kept, bred or maintained upon a commercial basis. All such pets shall at all times be restrained by their owners, so that they remain within the premises of their owners. No tract owner shall keep a total or more than one head of calves, horses, ponies, or sheep per half acre of ground, nor more than twelve chickens, pigeons, or rabbits (the latter group confined at all times) per tract. Tract owners shall be prohibited from keeping and maintaining any other kinds of livestock or pets except as hereinabove provided. Any pets or livestock kept and maintained in accordance with these restrictive covenants must be confined to the premises of the owners thereof, excepting horses and ponies which may be in the control of the owner. All such specified pets or livestock which are maintained on any of said premises shall be housed and maintained in a sanitary manner in clean quarters, which quarters shall be at least 100 feet from any house, and backed up to the back of the tract if possible, closed on both sides to the surrounding landowners, and opening only toward the residence of the owner of said livestock. No one is to maintain any pets that are a proven nuisance to neighbors.

## 19. FIREARMS

No firearms shall be used or discharged within this subdivision.

## 20. OFF-STREET PARKING

In all residential lots or tracts, provision shall be made that there shall be off-street parking for a minimum of two automobiles for each family unit of any dwelling (driveway).

## 21. ADMINISTRATION POWERS

The Architectural Control Committee shall also have power to construct and maintain perimeter fences around the subdivision, the roadways within the same and to the county road, and shall also control construction and maintenance of the water system and all phases thereof, except from mains to buildings. It may make and enforce reasonable rules concerning the use of the water and roads and shall apportion the cost of construction and maintenance of the aforesaid items equally among the several lot owners. The committee may refuse to allow any lot owner to connect to the water main until the cost of construction, connection and refill is paid in advance. If any lot owner shall neglect to pay his share of the aforesaid costs apportioned to him for a period of 60 days, the committee may sue him in its name and shall be entitled to collect interest, court costs, and reasonable attorney's fees incurred in the collection thereof.

## 22. ENFORCEMENT

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these covenants, either to restrain violator or to recover damages or both. Said proceedings may be initiated and prosecuted by any person owning property situate within the boundaries of Cherokee Meadows Subdivision.

## 23. SEVERABILITY

Each and every covenant, restriction, reservation, and servitude contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of such covenants, restrictions, reservations and servitudes shall for any reason be held to be invalid

or unenforceable, all remaining covenants, restrictions, reservations and servitudes, shall nevertheless remain in full force and effect.

24. COVENANTS AND RESTRICTIONS TO RUN WITH LAND

All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and any grantee by accepting a deed to any of the land situate within Cherokee Meadows Subdivision accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of said covenants, restrictions, reservations and servitudes, jointly, separately and severally.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be signed and sealed this 13 day of September, 1977.

William R. Saulcy, Jr.  
William R. Saulcy, Jr.

Judith Jean Saulcy  
Judith Jean Saulcy

STATE OF WYOMING )  
                          :SS  
COUNTY OF CARBON )

On this 13 day of September, 1977, before me personally appeared William R. Saulcy, Jr. and Judith Jean Saulcy, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.

[Signature]  
Notary Public



My commission expires: 12/31/1980

000012  
STATE OF WYOMING  
COUNTY OF CARBON  
September 13 1977  
Margaret A. Bradford  
Margaret A. Bradford