

CLEARVIEW ACRES

A Subdivision of Converse County, Wyoming

COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, being the sole owners or persons of interest of all lands in CLEARVIEW ACRES, a Subdivision of Converse County, Wyoming, described as follows:

A tract of land situated in the NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 4, Township 32 North, Range 70 West of the 6th P.M. County of Converse, State of Wyoming, more particularly described as follows:

Beginning at the Northeast Corner of said NE $\frac{1}{4}$, thence S 88°59'00" W on the North line of Section 4 for a distance of 2594.30 feet, thence S 1°13' E a distance of 2869.67 feet, thence S 89°29'55" E a distance of 1304.92 feet, thence S 1°29' E a distance of 1313.80 feet, thence N 89°29' E a distance of 1307.40 feet, thence N 1°37'07" W a distance of 1289.58 feet, thence N 1°30' W a distance of 2907.90 feet to the point of beginning.

This parcel of land contains 211.49 acres, more or less.

and do hereby make the following covenants and declarations as to limitations and restrictions on uses to which the property described above may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land and shall accrue to and be binding upon all future owners of the property. The purpose of these restrictions is to insure the use of the property for attractive residential purposes, to prevent nuisances, and to secure to each lot owner the full benefit of his property, with no greater restriction upon the free and unhindered use of his property than is necessary to insure the same advantages to the other owners.

1. LAND USE:

No lot shall be used for any commercial reason. Only one (1) single family dwelling shall be erected, altered, placed or permitted on any tract; provided, however, that it is specifically permissible for an owner to place a mobile home or double wide mobile home on tracts or lots (AS PLATTED).

2. LIVESTOCK RESTRICTIONS:

No commercial livestock operation shall be permitted; however, this shall not be construed in such a way as to prohibit

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the maintenance of livestock on the premises for the immediate use of the families or for their convenience. Any livestock maintained on the premises must be properly, substantially, and lawfully fenced and housed.

3. LOT SUBDIVISION:

No lot or tract may be subdivided into tracts smaller than five (5) acres.

4. EASEMENTS:

Easements for the installation and maintenance of utilities and drainage facilities are reserved as indicated and shown on the plat of the subdivision.

5. BUILDING LOCATION:

No building shall be located on any lot nearer than sixty (60) feet from the centerline of any dedicated road or property line.

6. NUISANCES PROHIBITED:

No noxious or offensive trade or activity, commercial or industrial business activity shall be carried on upon any tract or lot, nor shall anything be done thereon which may become or be an annoyance or nuisance to the neighborhood. In this regard, to avoid as much as possible any unsightliness and junkiness, no vehicles will be allowed on the premises or on the private road created within the subdivision that are not properly licensed under the authority of the State of Wyoming and completely operational with the exception of a reasonable time (to be determined by the Home Owners' Association), for the making or completion of repairs.

7. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except for advertising the property for sale or rent when necessary.

8. JUNK:

No inoperative automobiles, machinery or rubbish shall be placed and remain on any of the said tracts for more than one hundred twenty (120) days unless stored or parked in a carport, garage or barn so as not to cause an unsightly appearance.

9. GARBAGE AND REFUSE DISPOSAL:

No tract or lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall be kept only in a commercial container or containers with lids. All garbage containers shall be kept in a clean and sanitary condition and shall be positioned for disposal in accordance with proper sanitary standards at least once weekly. Garbage, trash or rubbish shall not be allowed to accumulate upon the premises.

10. GARBAGE DISPOSAL:

There shall be private garbage disposal for each lot or tract.

11. DOMESTIC WATER SOURCE:

There shall be private water source shared by not more than two (2) separate tracts.

12. PRIVATE SEWAGE DISPOSAL SYSTEMS:

All private sewage disposal systems shall be installed in conformance with accepted sanitary practices meeting minimum standards for private sewage disposal systems promulgated by the Wyoming Department of Health and Social Services as the same now exists or are hereafter amended or altered. Each private sewage disposal system installed on any lot in CLEARVIEW ACRES shall be in conformance with the minimum standards and sixes as recommended and/or approved by the Converse County Sanitarian's Office.

13. TERM:

These covenants, conditions and restrictions are to run with the land and bind for a term of twenty-five (25) years from the date the Dedication is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years (unless at the time of expiration of these covenants, the owners of the majority of the lots located in the subdivision shall, by written instrument, declare the same not be renewed or extended, and shall be binding upon all persons purchasing, leasing, subleasing or occupying any of the premises after the date upon which this instrument has been recorded for the benefit of the property described herein). The covenants,

restrictions and reservations herein contained may be enforced by the CLEARVIEW ACRES Home Owners' Association by the owner of any tract or lot or by any one or more of said individuals and/or corporation; provided, however, that the violation or breach of any covenant, restrictions, reservations and/or condition shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said tract or lot. Each and all of said covenants and agreements shall be binding upon and effective against any owner of said premises whose title hereto is acquired by any means whatsoever including foreclosure, trustee sales, sheriff's sale or otherwise.

14. HOME OWNERS' MAINTENANCE ASSOCIATION AGREEMENT:

a. All roads as designated on the official plat of CLEARVIEW ACRES recorded with the Converse County Clerk, are private roads created for the use and benefit of the owners of the lots or tracts of the subdivision, their invitees, guests, and for the use without permission of public vehicles on official business. In this regard, the right of government officials and particularly officials of Converse County, Wyoming, to travel upon said road shall be inviolate. Road systems shall be maintained and governed by the Clearview Acres Home Owners' Association.

b. Each purchaser of a lot or tract in the subdivision shall agree and does agree to become a member of the Clearview Acres Home Owners' Maintenance Association which shall be either an unofficial unincorporated association or more formal corporate association as the members, from time to time, may elect.

c. Each tract of property shall be entitled to one (1) vote on all decisions reached by the association. The owners of the tracts shall meet initially one (1) year from the date of the recording of these covenants and shall meet thereafter at least once annually or more often as shall be agreed upon from time to time. The association shall be governed by a Board of Directors composed of three (3) owners of lots in the subdivision, which Board of Directors shall have such power

and authority as may be vested in them from time to time by By-laws of the Association. The primary purpose of the association is to provide a means by which the owners of lots or tracts in the subdivision shall, by democratic majority vote, be able to assess each property owner on an annual basis for such sums of money as are necessary to maintain roads and utilities. Each property owner shall be liable to assessment by the association to pay their pro rata share for maintenance of said road. The association shall have the power, by democratic majority vote, to adopt such By-Laws as, from time to time, they shall desire and to do any and all lawful acts authorized by a majority vote of the members. THERE SHALL BE NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

d. The Home Owners' Maintenance Association conditions and agreements contained herein may be enforced by a suit for specific performance against any lot or tract owner who fails to pay the required annual or other assessment and any such assessment which remains unpaid for a period of thirty (30) days after the assessment shall become due, upon filing of notice thereof with the Converse County Clerk, a lien upon the premises which may be foreclosed in the same manner as any other lien for materials and labor performed for the improvement of property in accordance with Wyoming law as it exists now or is hereafter amended or changed.

e. AMENDMENTS AND MODIFICATIONS OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND OF HOME OWNERS' MAINTENANCE ASSOCIATION AGREEMENT:

These Restrictive Covenants, Conditions and Restrictions and this Home Owners' Maintenance Agreement may be amended and modified at any annual meeting of the Association or at any meeting called especially for that purpose, in accordance with the By-Laws of said Association; provided, however, that no change shall be made which would be in conflict with the laws of the State of Wyoming, or the Converse County Subdivision Regulations as they now exist or may hereinafter be amended.

NOTE: Additional County Requirements:

1. There shall be no interment of human remains in the subdivision.

2. All domestic animals must be under control of the owners of same within this subdivision.

These covenants may be amended at any time by a majority vote of the owners of the tracts in the subdivision.

The invalidity of any one (1) or more of the paragraphs contained herein shall in no way effect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

DATED: This 8th day of June, 1979.

DEENA L. WAGLER - Notary Public
 County of Converse State of Wyoming
 My Commission expires November 2, 1981
 Deena L. Wagner

Wayne A. Paris
 WAYNE A. PARIS
Vivian M. Paris
 VIVIAN M. PARIS