

RECORDED	MAY 19 1981	AT 4: 50	CLOCK P M.
IN BOOK	750	OF MISC.	PAGE 601
NO.	584923	DOROTHY L. TAYLOR COUNTY CLERK	

STATE OF WYOMING)
) SS.
COUNTY OF CONVERSE)

DECLARATION OF RESTRICTIVE COVENANTS

GARY D. SIEK and MARCIA K. SIEK, husband and wife, as owners of the following described real property:

A tract of land in the NW $\frac{1}{4}$ Section 1, T. 33 N., R. 74 W., 6th P.M., Converse County, Wyoming, being more particularly described as follows:

Lots 1, 2, and 3, Diamond Subdivision, Converse County, Wyo., a subdivision of the County of Converse, State of Wyoming, as shown by the plat now recorded in book Cabinet 2 at page Slide 85 of the records of the office of the Clerk of the County of Converse, State of Wyoming;

hereby makes the following declarations as to limitations, restrictions and usage to which the tracts constituting the subdivision may be put, and hereby specify that such declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of, and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, beautiful and suitable for single family residential purposes.

The following covenants and restrictions shall become effective and shall bind and be covenants running with the land from and after the date of the sale of the first lot in the subdivision.

1. Zoning Regulations: The land located within the subdivision shall be subject to the zoning regulations of the County of Converse, State of Wyoming.

2. Land Use: Each tract within the subdivision shall be utilized for construction and occupancy of one single family residential dwelling.

3. Types of Residential Dwellings Allowed: Residential dwellings constructed upon the tracts within the subdivision shall be of a minimum size of not less than 750 square feet for the main floor living area which shall not include garages or basements. Doublewide, not less than 24 feet wide, modular units or component houses, but not mobile homes, may be installed as the single family residence on any tract within the subdivision, provided that such modular or component house meets the minimum square footage requirements required by these covenants. The home must be placed on a permanent concrete or concrete block foundation and all portions of

the running gear must be completely removed.

4. Setback Requirements: Each single family residential dwelling within the subdivision shall be set back from the front and side lot lines not less than forty feet and from the back lot line not less than twenty-five feet.

5. Resubdivisions: No tract within the subdivision on the recorded plat shall be subdivided into smaller tracts or lots, nor conveyed or encumbered, unless the entire lot is so conveyed or encumbered; however, conveyances or dedications of easements for utilities or private lanes or roads shall be an exception to this requirement.

6. Trash Removal and Maintenance: The owner of each tract within the subdivision shall be responsible for maintaining the tract in a clean and orderly manner, and to provide proper trash receptacles for the removal of trash or refuse from the tract. Each owner shall be responsible for the removal of all refuse and trash at regular intervals. All trash receptacles and storage areas shall be maintained in a sanitary and sightly manner in order that they shall not detract from the appearance or value of the other tracts within the subdivision.

7. Garages and Accessory Buildings: Each owner shall be entitled to place on his tract a garage which may be either attached or detached from the single family dwelling and appropriate accessory buildings.

8. Used or Temporary Structures: No temporary house, mobile home, basement, trailer or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily, except during construction periods, and no new dwelling shall be occupied in any manner prior to its completion. Construction of new residential structures or outbuildings shall be completed in no more than eighteen (18) months from the date construction commences.

9. Abandoned or Junk Vehicles: Abandoned or junked vehicles shall not be maintained on any lot within the subdivision for a period of more than forty-eight hours, unless they are maintained within an enclosed garage or accessory building. This restriction shall apply to motor

vehicles and equipment of all types, it being the express intent of the grantor to preserve the appearance of the subdivision for single family residential purposes.

10. Sanitary Systems: No sewage disposal systems shall be constructed, altered or allowed to remain in use within the subdivision unless the same has been approved by all health agencies having jurisdiction over the subdivision, including, but not limited to, the Converse County Board of Public Health.

11. Domestic Water Systems: Each owner shall be responsible for furnishing water for domestic and household usage at his expense.

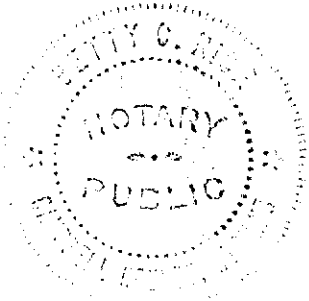
12. Utilities: Utility services necessary and appropriate for the residences within the subdivision shall be procured by the owner as they are deemed necessary.

13. Easements: The grantors shall have an easement for ingress and egress to the property within the subdivision prior to the sale of each tract within the subdivision, for the purpose of consummating sales of the tracts. Upon the sale of the last tract within the subdivision, the easement of the grantors shall terminate.

14. Nuisances: No owner shall allow any condition to be placed, to exist or to continue upon the property owned by him within the subdivision which shall constitute a nuisance to the other property owners within the subdivision which shall serve to diminish their rights of quiet enjoyment of the tracts owned by them within the subdivision.

15. Enforcement: The grantors, and each owner of the tracts within the subdivision shall be entitled to enforce any or all of these restrictive covenants by actions in law or in equity, and to recover such damages as may be found appropriate. In the event that any action is maintained to enforce these covenants and the party against whom such action is brought is found to have violated these covenants, then the party prosecuting the action shall be entitled to recover costs and reasonable attorney's fees incurred by him for the maintenance of such action.

IN WITNESS WHEREOF, the undersigned have executed these restrictive covenants this 15 day of May, 1981.



Gary D. Siek
GARY D. SIEK

Marcia K. Siek
MARCIA K. SIEK

STATE OF WYOMING)
COUNTY OF ^{Campbell} ~~CONVERSE~~) SS.

The foregoing instrument was acknowledged before me by Gary D. Siek and Marcia K. Siek this 15 day of May, 1981. Witness my hand and official seal.

Betty G. Rice
NOTARY PUBLIC

My Commission Expires: My Commission Expires Mar. 6, 1984