

DECLARATION OF RESTRICTIVE COVENANTS

FOR

DOVE ACRES SUBDIVISION

CONVERSE COUNTY, WYOMING

STATE OF WYOMING)
)ss.
COUNTY OF CONVERSE)

THIS DECLARATION, made this 5th day of October,
1981, by Dove Acres, Inc. (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the fee simple owner of certain real property known as Dove Acres Subdivision, Douglas, Converse County, Wyoming, and as more particularly described in Attachment A attached hereto and incorporated by this reference as if fully set forth herein; and

WHEREAS, Declarant desires to create and maintain a highly desirable residential development and to that end makes the following restrictive covenants to preserve and enhance the quality country setting of the area upon which Dove Acres Subdivision is located; and

WHEREAS, Declarant desires to subject the real property hereinafter described to the development standards, covenants, restrictions, easements, charges and liens as set forth in this Declaration for the purpose of promoting the health, safety and welfare of the community and maintaining the aesthetic and monetary value of property, improvements and amenities located thereon.

NOW THEREFORE, DECLARANT HEREBY DECLARES that the real property described in Attachment A is and shall be held, occupied, transferred or otherwise conveyed subject to the development standards, covenants, conditions, restrictions, easements, charges and liens hereinafter specified, all of which shall be deemed to run with the land and shall be a benefit and burden to any person acquiring an interest in said property, their grantees, successors, legal representatives and assigns.

ARTICLE I
RESTRICTIONS

1. Use. No more than one residence for living purposes may be located upon any one lot, however, such residence may be ~~ONLY~~ a single family ~~dwelling~~ dwelling. No structure of a temporary character, including, but not limited to, trailers, mobile homes or converted mobile homes, tents, shacks, garages, barns, or other outbuildings shall be placed on any lot within such subdivision. This covenant shall not restrict the Declarant or a building contractor retained by the Declarant or any owner from maintaining a temporary office, trailer, tool shed, lumber shed and/or sales office for the purpose of selling lots or erecting and selling residential structures provided however that no such temporary structure shall remain upon any one lot for a period in excess of one (1) year. All residences constructed upon said lots shall contain at least 1200 square feet minimum floor space.

2. The lots and each of them shall not be used by any person for any purpose that would result in the pollution of any waterway which flows through or nearby said property nor shall any use impair or otherwise harm the ecological balance or aesthetic beauty of the lots and the surrounding properties.

3. Animals. Dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and shall be subject to any and all governmental ordinances or laws. Each pet owner shall be responsible for constructing a suitable and adequate fence so as to restrain and keep all pets upon that dog owners property and under control at all times. Pets constituting a nuisance may be ordered by the Dove Acres Subdivision Association to be kept within the living unit of the owner or ordered expelled from the subdivision.

4. Trash. No garbage, trash, debris, rubbish or cuttings shall be placed, deposited on any street, driveway, easement or lot except in conformance with rules concerning placement of the

same in suitable temporary storage containers or such other rules as adopted by the Dove Acres Subdivision Association promulgated for the storage and/or removal of trash and other debris. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes.

5. Building Materials. No building material of any kind shall be placed or stored upon any lot except in connection with approved construction upon that lot which must be promptly commenced and completed within a reasonable time.

6. Location of Structures. No residence erected or placed upon any lot in this subdivision shall be erected, maintained or located nearer than twenty (20) feet from any lot line as shown on that recorded plat of this subdivision. Declarant specifically reserves hereby a utility easement upon each lot along each lot line not contiguous to a street for a width of ten feet (10') upon which no building or structure shall be erected, maintained or located.

7. Sewage and Septic Systems. All sewage disposal systems of any type shall be constructed and maintained in such a manner so as to prevent any and all dissemination of wastes above ground or into the ground water table, and to prevent the emanation of any and all odors, vapors, or gases. Each such system shall be fully licensed and approved by all applicable city, county and state regulatory agencies.

8. Human Remains. No human remains may be buried on a lot or any part thereof or any of the common areas of this subdivision.

9. Resubdivision. No lot shall be subdivided by an owner other than Declarant during the period within which these covenants shall remain in effect without the written approval of at least 75% of the owners of the remaining lots in this subdivision.

10. Business Activity. No business which sells any form of alcoholic beverage shall be permitted in this subdivision. No

business activity shall be conducted which creates any odor, dust, noise, pollution or which in any way creates a nuisance, disturbance or trespass against any other owner or occupant within this subdivision.

11. Unlicensed Vehicles. Vehicles which are not properly licensed and registered may not be parked or stored within the subdivision for any purpose and shall be considered "unused vehicles" for the purpose and intent of these covenants.

12. Commercial Vehicles. No commercial vehicles except pickup trucks shall be stored or parked upon any subdivision property or other portion of the property except in a closed garage or in areas designated by the Board of Directors of Dove Acres Subdivision Association; nor shall such vehicles be parked on any private drive except while engaged in transport to or from a building or other structure.

13. Exterior Lighting. No exterior lights or yard lights shall be permitted which are reasonably offensive to residents of any other lots within the subdivision.

14. Storage. No tanks for the storage of gas, fuel oil or other matter shall be erected, placed or permitted on any lot. No clothesline equipment, service yards, or storage areas shall be permitted on any lot or other portion of the property without the approval of the Board of Directors of Dove Acres Subdivision Association, who may require enclosures such as privacy fences or other types of screening such as landscaping or burming so as to conceal such areas from the view of neighboring lots or adjacent streets and private drives.

15. Use other than Residential. The erection of a church facility or other such similar type building as approved by the Board of Directors of Dove Acres Subdivision Association shall be deemed to be an acceptable and appropriate use for any lot.

16. Wildlife. It is the responsibility of each lot owner within this subdivision to protect their plants, shrubs, garden vegetables and other foliage from being eaten by the indigenous

wildlife of the area. Damage to such foliage shall not be the liability of Declarant, any other lot owner, or the Wyoming Game and Fish Department.

17. Signs. Only signs which advertise the sale or rental of living units within the subdivision shall be permitted. The Board of Directors of Dove Acres Subdivision Association shall adopt such other reasonable rules as to the permissible form and location for said signs as deemed necessary; except that such restrictions shall not apply to business activities of Declarant while any portion of the properties remain unsold. The Dove Acres Subdivision Association may erect signs or notices for identification purposes in accordance with the applicable, municipal ordinances and laws.

18. Mineral Extraction. No oil drilling, oil development, operations, oil refining, quarrying, mining operation or any other mineral extraction of any kind shall be conducted on any part of the subdivision or other portion of the property by any person or entity acquiring an interest in the property subsequent to the recording of this Declaration of Restrictive Covenants in the office of the County Clerk of Converse County, Wyoming.

19. Subdivision Owner's Association. There exists a Wyoming non-profit corporation known as Dove Acres Subdivision Association, Inc., organized for the purpose of governing and accepting responsibility for the maintenance, control, safety, liability of the private streets, drainage ways, drainage easements, and common areas of this subdivision. There is on file with the County Clerk of Converse County a Declaration establishing the Dove Acres Subdivision Association and Bylaws of such Association have been adopted and may be viewed at the office of Declarant during normal business hours. These Covenants are to be construed in conjunction with such Bylaws, Declaration and Articles of Incorporation and, if there appears any inconsistency between these Covenants and such Bylaws, Declaration or Articles, those documents shall govern.

ARTICLE II

DURATION AND AMENDMENTS

1. Effect. This Declaration of Protective Covenants shall take effect immediately upon their recording with the County Clerk of Converse County.
2. Duration. The covenants and restrictions of this Declaration shall be in full force and effect and shall inure to the benefit of and be enforceable by any lot owner within the subdivision, their legal representatives, heirs, successors and assigns for a period of twenty (20) years from the date of recording. Thereafter, the Covenants and Restrictions shall automatically be extended for successive periods of twenty (20) years unless otherwise terminated by an instrument signed by the then owners of at least two-thirds (2/3) of the lots and recorded, in which event, such termination will be effective at the end of the twenty (20) year period during which said instrument was recorded.
3. Amendments. These Covenants and Restrictions may be amended by an instrument approved and signed by the owners of not less than two-thirds (2/3) of the lots within the subdivision. Any such amendments shall be duly recorded upon finalization in the same manner as this Declaration of Protective Covenants.
4. Special Amendments. Declarant hereby reserves and is granted the right and power to record a special amendment to this Declaration at any time and from time to time which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering lots. In furtherance of the foregoing, a power

coupled with an interest hereby is reserved and granted to Declarant to make or consent to a special amendment on behalf of each owner. Each Deed, Mortgage, Trust Deed, or other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of and a consent to make the reservation of the power to Declarant to make, execute and record special amendments. No special amendment made by Declarant shall effect or impair the lien of any first mortgage upon a lot or any warranties made by an owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase or insure or guarantee the first mortgage on such owner's lot.

ARTICLE III

ENFORCEMENT

For violation or breach of any of these covenants or restrictions by any person bound by this Declaration or of Protective Covenants and/or that Declaration and Bylaws of the Dove Acres Subdivision Association, the Declarant and/or any lot owner, jointly or severally may proceed against such person to enforce these covenants and/or the Declaration or Bylaws of the Dove Acres Subdivision Association at law or equity to compel compliance herewith or compliance with such Bylaws and Declaration or to prevent the violation or breach thereof. The failure to promptly enforce any of the Covenants and Restrictions or Bylaws shall not bar their enforcement. Any party found to be so violating the Covenants and Restrictions or Bylaws shall, in addition to such other remedies, including injunctive relief, which may be available, shall also be liable for all reasonable costs and attorneys' fees incurred by the persons complaining of such violation.

ARTICLE IV

SEVERABILITY

If any of the provisions contained in this Declaration are found to be unenforceable or void for any reason by a court of competent jurisdiction, such ruling shall effect only that provision found to be unenforceable or void and shall not effect any other

JAMES I. BURNS
 REGISTERED LAND SURVEYOR
 533 SOUTH 9TH STREET
 DOUGLAS, WYOMING 82633

COLO. L. S. NO. 2473
 WYO. L. S. NO. 249

PHONE 358-2575

DOVE ACRES DESCRIPTION

A tract of land situated in the $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, and that part of the $SE\frac{1}{4}$ lying North of the old US 20, 26, 87 Highway, all in Section 24, Township 32 North, Range 71 West of the 6th P.M., Converse County, Wyoming. More particularly described as follows;

Beginning at the southeast corner of Section 24, T-32-N, R-71-W, thence N $0^{\circ}02'12''$ W for a distance of 2628.89 feet, thence S $88^{\circ}53'34''$ W for a distance of 682.98 feet, thence N $0^{\circ}04'01''$ W for a distance of 1309.20 feet, thence S $88^{\circ}26'34''$ W for a distance of 2051.37 feet, thence S $0^{\circ}09'33''$ E for a distance of 2634.22 feet, thence S $55^{\circ}19'01''$ E for a distance of 1705.96 feet to a point of beginning a $2^{\circ}24'30''$ degree circular curve to the right for a distance of 419.34 feet through a central angle of $10^{\circ}05'58''$, thence N $89^{\circ}48'00''$ E for a distance of 1004.46 feet back to the point of beginning. This tract of land contains 199.30 acres, more or less.

James I. Burns
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