

RECORDED DEC. 13	1989 AT 3:00P M.
IN BOOK 976	OF MISC PAGE 366
NO. 734968	DOROTHY L. TAYLOR
	COUNTY CLERK

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AMENDED

DECLARATION OF RESTRICTIVE COVENANTS

FOR

DOVE ACRES SUBDIVISION

CONVERSE COUNTY, WYOMING

STATE OF WYOMING)
COUNTY OF CONVERSE) ss.

THIS DECLARATION, made this 10th day of December, 1989, by the undersigned. (hereinafter referred to as "Declarants").

W I T N E S S E T H:

WHEREAS, Declarants are the fee simple owners of more than 67% of all lots located in Dove Acres Subdivision, Douglas, Converse County, Wyoming, as more particularly described in the Covenants for Dove Acres Subdivision recorded in Book 769 at Page 393 in the office of the Converse County Clerk and incorporated by this reference as if fully set forth herein; and

WHEREAS, Declarants desire to amend the said restrictive covenants to preserve and enhance the quality country setting of the area upon which Dove Acres Subdivision is located; and

NOW THEREFORE, DECLARANTS HEREBY DECLARE that the Declaration of Restrictive Covenants for Dove Acres Subdivision recorded in Book 769 at Page 393 in the Office of the Converse County Clerk be and are hereby amended to read as follows:

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.

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, 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 the 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.

Horses may be kept provided that adequate facilities for the care and keeping of said horses are constructed and maintained in a clean and healthy condition.

4. Trash. No junk vehicles, 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 junk yard or dumping ground for rubbish, trash, garbage or other wastes.

5. 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.

6. 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.

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

8. 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.

9. 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.

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

11. Storage. Tanks for the storage of propane, fuel oil or other matter may be erected, placed or permitted on any lot provided they are in compliance with all safety regulations and are kept neat and clean in appearance. 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, provided that enclosures such as privacy fences or other types of screening such as landscaping or berming are installed so as to conceal such areas from the view of neighboring lots or adjacent streets and

private drives.

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12. 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.

13. 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.

14. Signs. Only signs which advertise the sale or rental of lots or 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. The Dove Acres Subdivision Association may erect signs or notices for identification purposes in accordance with the applicable, municipal ordinances and laws.

15. 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. This provision is subject to any existing leasehold drilling rights.

16. 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 with 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. Special Amendments. Declarants hereby reserve 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 of 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's 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 provisions of this Declaration, which shall continue to remain in full force and effect regardless of such ruling.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 4th day of December, 1989.

Rex Carson
Rex Carson

Josephine L. Carson
Josephine L. Carson

Filed for record this 13th day of December, 1989, at 3:00 o'clock, P.M. and recorded in Book 976 at Pages 366.

County Clerk and Ex-Officio Register of Deeds

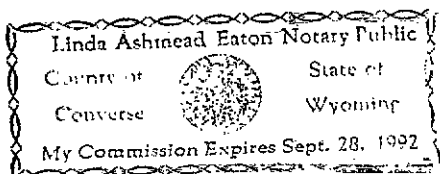
BY:

Linda Ashmead Eaton
Deputy Clerk

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

The above and foregoing instrument was subscribed, sworn to and acknowledged before me by Rex Carson and Josephine L. Carson, this 4th day of December, 1989.

Witness my hand and official seal.



Linda Ashmead Eaton
Notary Public

The undersigned does hereby consent to the Amended Declaration of Restrictive Covenants for Dove Acres Subdivision, Converse County, Wyoming.

Dated this 11 day of Dec, 1989.

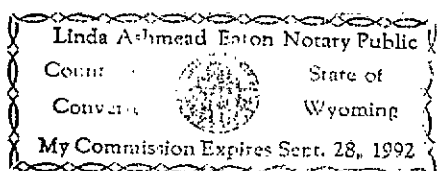
Mike O. Davis
Mike O. Davis

Bernadine A. Davis
Bernadine A. Davis

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

The above and foregoing instrument was subscribed, sworn to and acknowledged before me by Mike O. Davis and Bernadine A. Davis, this 11 day of December, 1989.

Witness my hand and official seal.



Linda Ashmead Eaton
Notary Public

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The undersigned does hereby consent to the Amended Declaration of Restrictive Covenants for Dove Acres Subdivision, Converse County, Wyoming.

Dated this 7th day of December, 1989.

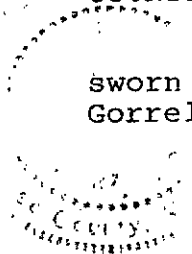
Alan Gorrell
Alan Gorrell

Jonell Gorrell
Jonell Gorrell

STATE OF WYOMING)
)ss.
COUNTY OF CONVERSE)

The above and foregoing instrument was subscribed, sworn to and acknowledged before me by Alan Gorrell and Jonell Gorrell, this 7th day of December, 1989.

Witness my hand and official seal.



Eva T. Cook
Notary Public

The undersigned does hereby consent to the Amended Declaration of Restrictive Covenants for Dove Acres Subdivision, Converse County, Wyoming.

Dated this 28 day of Nov, 1989.

Steve A. Martinez
Steve A. Martinez

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

The above and foregoing instrument was subscribed, sworn to and acknowledged before me by Steve A. Martinez, this 28th day of November, 1989.

Witness my hand and official seal.

MICHELE LISCO Notary Public
State of Wyoming
Commission Expires 03/25/1991

W. J. White
Notary Public

My Commission Expires March 26, 1991