

FAIRWAY ESTATES

A Subdivision of Converse County, Wyoming

COVENANTS AND RESTRICTIONS

RECORDED	Jan 5	1978	AP:30	O'CLOCK	P
IN BOOK	660	OF	Misc	PAGE	319
NO. 510631					ANNA FROGATT COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, being the sole owner of all lands in Fairway Estates, a Subdivision of Converse County, Wyoming, located in portions of Sections 15 and 22, T. 32 N., R. 71 W. of the 6th P.M., and more particularly described as follows:

See EXHIBIT "A" attached hereto and by this reference made a part hereof.

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. BUILDING, ETC., APPROVAL:

a) No building or structure of any kind including, but not limited to, walls, fences and signs shall be erected, altered, placed, assembled or permitted to remain on any lot, unless and until plans showing the type of use, location, size and architectural design and color scheme of all proposed structures, driveways, walks, loading areas and parking areas have been approved in writing by the Architectural Control Committee.

- b) All lands covered by this subdivision shall be used for residential purposes only, and no commercial, business or industrial activity shall be allowed or permitted thereon.
- c) No structure shall be erected, placed, or permitted to remain on any tract, other than single family dwellings, garage buildings, and other structures incidental to single family residential use of the tract; provided, however, that dwellings known as "townhouses" and "condominiums" may be allowed with the written consent of the Architectural Control Committee.
- d) That portion of each dwelling facing the access road (as opposed to the golf course) shall be considered the "front" of the dwelling.
- e) No outside toilets will be permitted, except for a period not to exceed ninety (90) days during the construction of a permanent dwelling house. Any outside toilet used will be placed so as to be fully screened from all public roadways and the Douglas Golf Course and shall be removed, torn down and made sanitary at the end of the 90-day period.
- f) Temporary facilities may be located upon a tract for a period not to exceed one (1) year, provided that no such temporary facilities be parked or located thereon unless the owner is at the same time undertaking the construction of a permanent dwelling.
- g) At such time as a permanent dwelling is built upon the tract, each owner shall be required to construct underground sanitation facilities in conformity with the laws of the State of Wyoming, and the same shall be placed upon each tract so as not to create any unsafe conditions, or create any nuisance to owners of adjoining tracts.
- h) All water for domestic and culinary purposes shall be drawn from drilled wells or other water supplies located upon Fairway Estates. All water supplies, easements and facilities shall be owned in common by each

lot owner of Fairway Estates, but shall be under the management and control of the Architectural Control Committee for the use of all lots, tracts or parcels of this subdivision. Nothing herein contained shall be construed to prevent all owners of this subdivision from constructing common water or sanitation facilities by private agreement, so long as the same meet with these requirements and the sanitation laws of the State of Wyoming.

2. ARCHITECTURAL CONTROL COMMITTEE:

a) The Architectural Control Committee shall consist of not less than three (3) members elected or designated by the lot owners of Fairway Estates, as hereinafter provided. The decision of a majority of the members of said Committee shall determine all questions as to the conduct and decisions of said Committee. In the event of the death or resignation of any member of the Committee, the remaining members shall have complete authority to appoint a successor. No committee member shall be entitled to compensation for services rendered pursuant to these covenants. The Committee's approval or disapproval of plans and specifications as required by these covenants shall be in writing. In the event that such approval or disapproval shall not be made within sixty (60) days after plans and specifications have been submitted to the Committee, or in any event, if no suit to enjoin construction has been commenced prior to the completion of improvements, approval will not be required and full compliance with all covenants will be assumed.

b) The members of the Architectural Control Committee shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of any mistake in judgment, negligence, or nonfeasance, arising out of or in connection with their approval or disapproval or failure to

approve any such plans or in the performance of their duties hereunder.

If construction of any building or alteration is begun in violation of the terms of this instrument, and no suit to enjoin such construction has been commenced prior to the completion thereof, then this covenant will be deemed to have been fully complied with, insofar as said covenant requires prior approval of building plans.

c) The Architectural Control Committee shall be elected annually by the lot owners of Fairway Estates at a meeting of said lot owners held at 7:00 p.m., the third Monday of January. The existing Architectural Control Committee shall designate the place of such meeting within Converse County, Wyoming, and send written notice thereof to each lot owner of record not less than ten (10) days prior to the meeting date. If no meeting place is designated, it shall be held in the meeting room at the Converse County Library, Douglas, Wyoming. Each lot owner shall be entitled to one vote per committee member, but cumulative voting shall be allowed.

d) The Architectural Control Committee shall act as trustee and manager for the lot owners in laying out, installing and maintaining roads, water supplies, pipelines, and utility easements. The Committee is authorized to assess every lot owner in proportion to the size of their lot for the cost and expense of common roads, water supplies and utility installation or maintenance and shall be authorized to collect the same by demand or suit, as provided by law.

e) The Architectural Control Committee may permit reasonable deviation from the requirements of these covenants and restrictions, if allowable by law.

f) Except as may be provided herein, or established by the Architectural Control Committee, this subdivision has:

NO PROPOSED DOMESTIC WATER SOURCENO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEMNO PUBLIC MAINTENANCE OF STREETS OR ROADS

Each lot owner shall be responsible for installation, use and maintenance of his private sewage disposal, in full compliance with applicable Wyoming laws or regulations. However, by a two-thirds (2/3) vote of all lot owners of this Subdivision, a common or public sewage system may be adopted, installed, operated and financed as provided in 2., above.

3. LOT SIZE: All lots in Fairway Estates shall have a minimum area of 20,000 square feet; except, not more than five (5) lots with a minimum area of 18,000 square feet, and as described on the recorded plat.

4. BUILDING LOCATION: No building shall be located on any lot nearer than 50 feet from the centerline of any dedicated street or road. The setback required from the side and rear property lines shall be subject to the approval of the Architectural Control Committee, provided that no more than 50 feet of sideyard setback nor more than 50 feet of rearyard setback shall be required. For the purpose hereof, the Architectural Control Committee shall determine what portions of a structure are part of a building. Generally, caves, walks, and approaches shall not be considered as part of the building. Nothing herein shall be construed as allowing any portion of a building or structure on any lot or site to encroach on the lot or site of another property owner.

5. SCREENS AND FENCES: All screens, fences and visual barriers referred to herein shall be approved by the Architectural Control Committee.

6. SIGNS, ETC.: No billboards, signs or other advertising devices of any character shall be erected, pasted, posted, painted, displayed or permitted upon any part of the

building or site without the prior approval of the Architectural Control Committee.

7. LAWNS, LANDSCAPING: All setback areas facing streets between the front building line and the street, with the exception of driveways, sidewalks, and permitted parking shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground covering or landscaping material approved by the Architectural Control Committee. Unused land reserved for future expansion or other purposes shall be maintained and kept free of weeds, other unsightly plant growth, rubbish and debris. All landscaping must be maintained by the site owner or occupant to the reasonable standards of the Architectural Control Committee for neatness and beauty.

8. PROHIBITED OPERATIONS:

a) There shall not be permitted any labor camps, junk yards, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations or rendering work or smelting, nor the commercial raising, breeding or maintenance of any animals, livestock or poultry; nor any similar uses though not specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the Fairway Estates.

b) Not more than three (3) domestic house pets shall be allowed to any lot and all pets must, at all times, be under the physical control of the owner. No pets shall be allowed to run loose except in enclosed areas located upon the owner's lot. The owner shall be responsible to prevent unusual barking and noise from their pets.

c) No inoperative automobiles, machinery or rubbish shall be placed and remain on any of the said tracts for more than 120 days unless stored or parked in a carport, garage or barn.

d) No owner of any tract shall cut down or destroy, or permit the cutting down or destruction of any growing

trees on his tract which are more than three inches in diameter when measured one foot above ground level; excepting that such trees may be removed if their location interferes with placement of permitted improvements on the tract. Dead or diseased trees of any size may be removed.

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~~e) Notwithstanding any laws of the United States of America or of the State of Wyoming, no owner of any lot, members of his family, or guests, shall at any time attempt the killing or capturing of any wild animals or wild birds upon any tract of land in Fairway Estates.~~

f) Horses are not permitted on or within this subdivision.

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~~g) There shall not exist on any tract at any time more than one single family dwelling.~~

h) The elevation of a tract, or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade of surrounding tracts. No timber, rock, gravel, clay or other minerals shall be removed from any tract for commercial purposes.

9. The users and owners of said land must (a) keep the property free and clear of weeds, trash, or other unattractive refuse and vegetation, (b) store trash receptacles at the front or side of buildings in covered containers and in enclosed areas, easily accessible for pick-up, (c) keep rubbish, garbage and other waste disposed of in a sanitary manner, (d) store materials, or park vehicles for long terms, only at areas which are not unattractive and which do not intrude upon the street, (e) maintain the parking areas, access roads from the streets, and other driveways, and maintain such areas and their immediate surroundings in a neat and clean manner, and (f) adequately landscape all property to harmonize with buildings and parking areas, if any. No tract or any part thereof, shall be used or maintained

as a dumping ground for rubbish. Burning of trash shall be permitted only as provided by law and in containers designed for that purpose and at such a time of the year as it shall not constitute a fire hazard.

10. NUISANCE: The site owner or occupant shall not cause or make any excessive noise, odor or harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners; or that reasonably conflicts with the planned purposes and restrictions of the subdivision, and no site owner shall in any case create or maintain a legal nuisance.

11. TEMPORARY STRUCTURES: No structure of a temporary character, including a basement, tent, shack, garage, barn, or other out-building shall be used or permitted to remain on any site at any time; either temporarily or permanently, without special written approval of the Architectural Control Committee.

12. FIREARMS, EXPLOSIVES, ETC.: The discharging, firing or setting off of firearms, explosives, fire crackers, and any other hunting devises or loud or dangerous materials shall at all times be prohibited in Fairway Estates.

13. The owner or owners of any of the above-described real property may enforce the requirements and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of said requirements and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.

14. The owners of Fairway Estates, their successors and assigns, shall be responsible for the erection and maintenance of any fences, gates and autogates required by Converse County, and under the supervision and approval of the County Commissioners thereof or their agent, as to

design and adequacy. The costs and expense of any fences and autogates required by Converse County shall be borne proportionately by all of the owners of Fairway Estates, and the Architectural Control Committee shall have the power and authority to assess the same against each lot owner, and to collect the same by demand or suit as provided by law. Except as is hereinabove provided for common fences and autogates required by Converse County, the owners of each tract shall be responsible for erecting and maintaining any fences and gates around their respective tract.

15. No tract in Fairway Estates shall be further subdivided in size without the written approval of the Architectural Control Committee and full compliance with any applicable laws, rules and regulations enacted by the State of Wyoming or its legal subdivisions.

16. Mail service for owners of Fairway Estates shall be provided only at the county road unless altered in writing by the Architectural Control Committee and approved by the Converse County Commissioners.

17. All lot owners, their invited guests and other persons using Fairway Estates must use the access roads provided on the plat of this subdivision as recorded in the office of County Clerk, Converse County, Wyoming, unless altered and approved by the Architectural Control Committee and subject to further approval by the Board of County Commissioners, Converse County, Wyoming. No overnight parking of any vehicle, boat, truck, pickup, trailer or similar equipment shall be allowed on the access roads.

18. There is hereby excepted and reserved to Mortons Incorporated and to Grantors, their successors and assigns and owners of Fairway Estates, for the purpose of having adequate roadways and utility easements to serve each tract and the surrounding lands, a perpetual easement along the

areas designated "road easement" as shown on the recorded plat of this subdivision, for the purpose of erecting, constructing and maintaining roadways and public or private utility facilities. The Architectural Control Committee is hereby granted the right to change, lay out anew, or discontinue any roadway or utility easement in its sole discretion, that would be beneficial in serving any tract. All claims for damages, if any, arising out of the construction, maintenance and repair of roadways and utilities, or on account of temporary or other inconvenience caused thereby against Mortons Incorporated, the Grantor, the Architectural Control Committee, any utility company or any of their agents or servants, are hereby waived by the owners of Fairway Estates, their successors and assigns. All utilities shall be placed underground as nearly as practical.

19. The foregoing conditions and limitations are to be construed as covenants running with the land and shall be binding on all persons claiming any part of said land for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk and Recorder of Deeds, Converse County, State of Wyoming. These presents may be extended or amended by two-thirds (2/3) vote of all lot owners, in writing; subject to compliance with any laws, rules or regulations duly enacted by the State of Wyoming or its legal subdivisions.

20. Invalidation of any part of the requirements and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These Covenants and Restrictions shall be binding upon the undersigned and all subsequent owners or persons having an interest in Fairway Estates.

IN WITNESS WHEREOF, the undersigned have set their hands this 14 day of Sept, 1977.

FAIRWAY INCORPORATED, a Wyoming Corporation

By [Signature] President



[Signature] Secretary

MORTONS INCORPORATED, a Wyoming Corporation

By [Signature] President



[Signature] Secretary

STATE OF WYOMING)) ss. COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me this 14th day of September, 1977, by A.V. Russell & Glen E. Russell, officers of Fairway Incorporated.

Witness my hand and official seal.

[Signature] NOTARY PUBLIC HAZEL H. [Signature] - Notary Public My Commission Expires Nov. 15, 1980

My Commission Expires: Nov. 16, 1980

STATE OF WYOMING)) ss. COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me this 14th day of September, 1977, by Earl M. Scott and Dorcas M. Day, officers of Mortons Incorporated.

Witness my hand and official seal.

[Signature] NOTARY PUBLIC HAZEL H. [Signature] - Notary Public My Commission Expires Nov. 15, 1980

My Commission Expires: Nov. 16, 1980

Tracts of Land in Sections 15, & 22, T. 32 N., R. 71 W.

DESCRIPTION

(Tract in Section 15)

All that part of the $S\frac{1}{2}$ $SW\frac{1}{2}$ Section 15, T. 32 N., R. 71 W. of the 6th P.M., lying south of the southerly right-of-way line of Interstate Highway No. 25. Said tract of land containing 16.3 acres, more or less.

DESCRIPTION

(Tract in Section 22)

The $N\frac{1}{2}$ $NW\frac{1}{2}$ of Section 22, T. 32 N., R. 71 W. excepting the following described parcel;

Starting at the NW corner of Section 22, T. 32 N., R. 71 W. of the 6th P.M., which is the point of beginning; Thence N. $89^{\circ}57'$ E. along the north line of said Section 22 a distance of 2390.0 feet; thence S. $0^{\circ}03'$ E. a distance of 1070.0 feet; thence S. $89^{\circ}57'$ W. a distance of 1320.0 feet; thence N. $75^{\circ}53'$ W. a distance of 1103.2 feet to a point on the west line of said Section 22; thence N. $0^{\circ}03'$ W. along the west line of Section 22 a distance of 800.0 feet back to the point of beginning. Said excepted tract containing 55.38 acres, more or less.

The remaining tract containing 24.6 acres, more or less.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING SS
COUNTY OF CONVERSE

I, John A. Lambert of Douglas, Wyoming hereby certify that this map was made from notes taken during actual surveys made by me and from the Wyoming Highway Department plans on I-25 and that it correctly depicts the tract of land shown thereon.

P. E. & L. S. No. 488

John A. Lambert
Surveyor

EXHIBIT "A"

Attached to FAIRWAY ESTATES, A subdivision of Converse County, Wyoming: COVENANTS and RESTRICTIONS.

