

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Mark W. Townsend, is the owner of all that certain real property known and described as Heritage Estates, a subdivision of the City of Douglas, Converse County, Wyoming, as set forth and described by the plat and dedication recorded at the office of the Converse County Clerk, and more particularly described as follows:

A Parcel located in and being a portion of the Riverbend Addition to the Town of Douglas, Wyoming and a portion of Lot 4, Section 5, Township 32 North, Range 71 West of the sixth Principal Meridian, Converse County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also the northwesterly corner of Tract "C", Riverbend Phase #2 Addition to the Town of Douglas; thence along the easterly line of said Parcel and the westerly line of said Riverbend Phase #2, due South, 321.18 feet to a point; thence S.25°06'W., 210.35 feet to a point; thence S.14°05'27"E., 269.09 feet to the southeasterly corner of said Parcel and a point in and intersection with the northerly line of Block 6, Replat of Riverbend; thence along the southerly line of said Parcel and the northerly line of said Block 6, S.73°46'52"W., 271.99 feet to a point; thence S.51°38'29"W., 620.57 feet to the southwesterly corner of said Parcel and a point in and intersections with the easterly right-of-way line of Wyoming State Highway No. 59 Bypass; thence along the westerly line of said Parcel and said easterly right-of-way line, N.0°27'57"W., 500.77 feet to a point; thence N.89°07'50"E., 19.90 feet to a point; thence along the arc of a true curve to the right, having a radius of 1739.86 feet and through a central angle of 19°24'36", northeasterly, 589.41 feet and the chord of which bears N.9°16'07"E., 586.60 feet to a point; thence N.71°37'W., 54.86 feet to a point; thence along the arc of a true curve to the right, having a radius of 1794.86 feet and through a central angle of 4°06'22", northeasterly, 128.63 feet and the chord of which bears N.21°07'10"E., 128.60 feet the northwesterly corner of said Parcel and a point in and intersection with the northerly line Lot 4, Section 5; thence along the northerly line of said Parcel and Lot 4, Section 5, N.88°35'E., 667.12 feet to the Point of Beginning and containing 15.367 acres, more or less.

ARTICLE I

DEFINITIONS

1. **BUILDING:** A structure consisting of a roof supported by walls or columns used to shelter or house persons or property. The principal building is the

building housing the designated use of the lot. An accessory building is a subordinate building the use of which is incidental to the principal building.

2. LOTS/TRACTS: The numbered lots as designated and shown on the recorded plat of the subdivision.

3. OWNER: The record owner, whether one or more entities or persons, of a fee simple title to any lot within the subdivision, to include contracting buyers, but excluding those having such interest merely as security for the performance of an obligation.

4. HERITAGE ESTATES SUBDIVISION: All lands within Heritage Estates Subdivision as designated on the recorded plat, and which shall be made subject to the conditions of this declaration by recording of the declaration in the office of the Converse County Clerk.

## ARTICLE II

### GENERAL RESTRICTIONS ON ALL TRACTS IN SUBDIVISION

Zoning Regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the Zoning Regulations of Converse County, Wyoming or the City of Douglas, Wyoming

## ARTICLE III

### RESTRICTIONS

1. Each lot shall be used as shown on the recorded plat of the Subdivision.
2. One principal building only will be erected, placed, or permitted to remain on each lot. One additional out building or detached garage not to exceed 1,500 square feet is permitted.
3. Square footage of each single family dwelling shall be 2,500 to 5,000 square feet. No prefabricated or modular houses are allowed. Only on site construction is permitted.

4. No vinyl siding or shake shingles allowed. Thirty five percent (35%) of the exterior of the buildings will have brick or stone or synthetic brick or stone. This includes outbuildings and storage sheds.
5. Buildings shall not be permitted to attain a state of disrepair and shall be maintained in good condition.
6. The lot owner shall obtain all permits required for construction and shall comply with all codes enforced by the local and state governments.
7. No trailer, camper, outbuilding or other structure of temporary nature shall be used as a place of residence on any lot either during or after construction of the principal building. No signs, billboards, or advertising devices shall be erected, placed, or permitted to remain on any lot other than "For Sale" signs.
8. Recreational vehicles, including but not limited to house trailers, boats, tents, snowmobiles, motor homes, may be stored upon any lot only on the rear and side yards and shall not extend forward of the front line of the house and shall not be used for occupancy while stored on the lot.
9. No motor vehicles including cars, buses, trucks, trailers and all parts thereof, not in normal running condition and in average use shall be permitted to sit idle unless in an enclosed space i.e.garage or outbuilding.
10. In order to preserve the rural nature of the development, no lot line fences are permitted. Security/privacy fences are permitted within forty (40) feet surrounding the houses and/or out buildings, provided that the fence does not extend forward of the front elevation of the house.
11. Pets are not allowed to run free. Farm animals including fowl, swine, **cattle and horses are not allowed. Breeding or commercial operations are not allowed.**
12. No on street parking allowed.
13. At least yearly pumping and inspection of septic tanks and leach fields is required.

14. No burning of any material shall be permitted within the subdivision.
15. Garbage containers shall be kept in an enclosed space and kept clean, sanitary and fire safe.
16. No at home businesses allowed that would increase vehicle traffic to the area.
17. No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist.

ARTICLE IV

GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each Owner of property therein, his successors, representatives and assigns and shall continue in force and effect until 2023, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.
3. Amendment: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the Owners of eighty percent (80%) of the privately owned land included within the boundaries of Heritage Estates as the same may then be shown by the plat on file in the office of the Clerk of and Recorder of Converse County, Wyoming. Any such amendment shall be valid only after it has been placed on record in the office of the County Clerk, Converse County, Wyoming.

4. Enforcement: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owing real property in the Subdivision to institute proceedings of law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover actual and punitive damages for such violations.

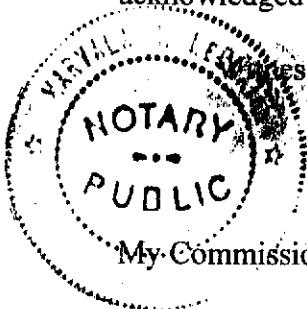
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7<sup>th</sup> day of January, 2003.

Mark W. Townsend

STATE OF WYOMING    )  
  )    ss.  
COUNTY OF CONVERSE )

On this 7<sup>th</sup> day of January, 2003, before me  
Mark W. Townsend personally appeared to me personally known  
to be the person(s) described in and who executed the foregoing instrument and  
acknowledged that they executed the same as their respective free act and deed.

Witness my hand and seal the day and year first above written.



Marvella M. LeClair  
NOTARY PUBLIC

My Commission expires: 6-10-2006

