

## Protective Covenants for Paquette Subdivision

Paquette & Sons Construction Company, A Wyoming Sole Proprietor, hereinafter, "Developer" Being the owner of property located in the City of Douglas. County of Converse. State of Wyoming described as follows:

All lots numbered One (1) through Five (5) of block 1. Of Paquette Subdivision being a portion of the SW  $\frac{1}{4}$  section 13 Township 32 North, Range 72 West, 5<sup>th</sup> Principal Meridian of, Converse County, Wyoming as the same are shown and designated on the plat thereof filed in the office of the County Clerk of Converse County, Wyoming.

DOES HEREBY CERTIFY AND DECLARE that it has established and does hereby establish a general plan for the improvement, development, ownership, use and sale of said property so owned by it, and does hereby establish the manner, provisions, conditions restrictions and covenants upon and subject to which said property shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said property shall be used, improved, occupied, sold and conveyed-subject to the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and insure to the benefit of the present and future owners of said lots and all portions thereof. And all of which provisions, conditions, restrictions and covenants are and each of them is impressed and imposed upon each and every parcel of the hereinbefore described property as a servitude in the favor of each and every other parcel thereof, as the dominate tenements. As follows. To-wit:

### *1. Lot Use*

- A. No building except a detached single-family residential dwelling and or private garage or private shop for use in connection with such dwelling, shall be erected, maintained or permitted on any lot or portion thereof. No dwelling on said property shall be a single wide trailer or double wide trailer, they are strictly prohibited. Said dwellings must be constructed by stick build or be a modular home make. No dwelling shall be used except as a single-family dwelling. No lot or lots shall be further subdivided. No building shall be built closer than twenty two feet (22') to the front lot line, nor closer to the rear or side lot lines than allowed and designated on the plat heretofore referenced.

### *2. Dwelling Site*

- A. No more than one dwelling shall be built on any one lot, provided hereafter that a garage or shop may be erected upon any lot.



- B. No alteration of the drainage plans as originally implemented by Developer shall be made. And if anyone does so alter the drainage plan, he assumes absolute liability for damages caused to any other owner or to the Developer as a result of such alteration.

### 3. *Parking*

- A. No vehicle which is not in operating condition shall be parked or left anywhere on any lot other than inside a garage, except for emergency repairs. The parking, placing or maintaining of boats, trailers, horse trailers, mobile homes, campers, motorhomes or other such vehicles is permitted for personal use and not in excess of and not of nuisance to the property and surrounding properties.

### 4. *Business*

- A. No store, office or other place of business of any kind, and no hospital, sanitarium or other place for the care of treatment of physically or mentally ill, nor any saloon, or other place of entertainment, shall be erected or permitted upon any lot, and no trade or offensive activity of any kind of character whatsoever except as permitted by the County of Converse Ordinance shall be conducted in or from the building located on any lot or from any lot.

### 5. *Animals*

- A. Any swine, horses, cows or other livestock, birds, chickens, ducks, turkeys or other poultry, including dogs or cats or other household pets may be kept provided they are confined to their owner's lot or on a leash held by a person capable of controlling the animal and not permitted to run free and further provided they are not kept bred or maintained for any commercial purpose or in unreasonable numbers.

### 6. *Storage. Rubbish. Trash.*

- A. All rubbish, trash or garbage shall be removed regularly from each lot and shall not be allowed to accumulate thereon and shall not be burned. All trash receptacles shall be kept in enclosed areas and not exposed to public view except for trash removal or pickup. Burning of trash is strictly prohibited. All clotheslines, equipment or service yards, wood piles or storage piles must be maintained neatly and or kept out of view of the public screened by a fence, shed or other solid wall.

### 7. *Offensive Activity.*

- A. No noxious or offensive activity shall be carried out upon any lot nor shall anything be done placed or stored thereon which may be or become an annoyance or nuisance to the



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neighborhood or occasion any noxious odor which will or might disturb the peace, comfort or serenity of the occupants of the neighboring properties.

8. *Maximum Annual Assessment*

Until January 1 of the year immediately following the date of conveyance of the first lot to an Owner, the maximum annual assessment shall be (\$ 75.00) Seventy five dollars per lot per every year-paid to the Ridgewater homeowners association for the use of West Ridgeway.

9. *Utilities: Except as may be provided herein, this property has*

- A. No proposed domestic water source
- B. No proposed public sewage disposal system
- C. No public maintenance of streets or roads
  - 1. Each lot or parcel owner shall be responsible for installation, use or maintenance of his private sewage disposal, in full compliance with applicable Wyoming laws or regulations.

*Duration of covenants*

- A. *These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2021 A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended as hereinafter provided.*

*Violations*

- A. *If the parties hereto or any of them or their grantees, successors-in-interest or assigns, shall violate or attempt to violate any of the covenants herein provided, Grantor or any person or persons owning any real property in Paquette Subdivision shall have the right to prosecute any action in the proper court to enjoin such party from violating such covenant, or to recover damages for such violation or both.*



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*Validity*

- A. *Invalidation of any of these covenants shall in no way affect the validity of the other provisions which shall remain in full force and effect.*
- B. *No delay or omission on the part of the undersigned, it's successors or assigns or of the owners of other lots in said subdivision having the right hereunder: to exercise the same, in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or reservations herein contained shall be construed as a waiver thereof or acquiescence therein: and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, its successors or assigns for or on account of failure or neglect to exercise any right power or remedy herein provided for in the event of breach of said covenants, restrictions or reservations.*



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IN WITNESS WHEREOF, The undersigned have executed this Declaration this 13 day of

June, 2011

Paquette Subdivision

By

Christopher Paquette  
Christopher Paquette, Developer

IN WITNESS WHEREOF, The undersigned have executed this Declaration this 13<sup>th</sup> day of

June, 2011

By

Brandi Paquette  
Brandi Paquette, Developer

IN WITNESS WHEREOF, The undersigned have executed this Declaration this 13<sup>th</sup> day of

June, 2011

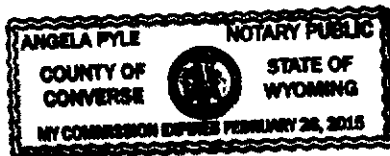
By

Todd Baures  
Todd Baures, Owner of Lot 4 in Paquette Subdivision

State of Wyoming )

) ss

County of Converse )



The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2011

By Chris Paquette

My commission expires 2-26-2015

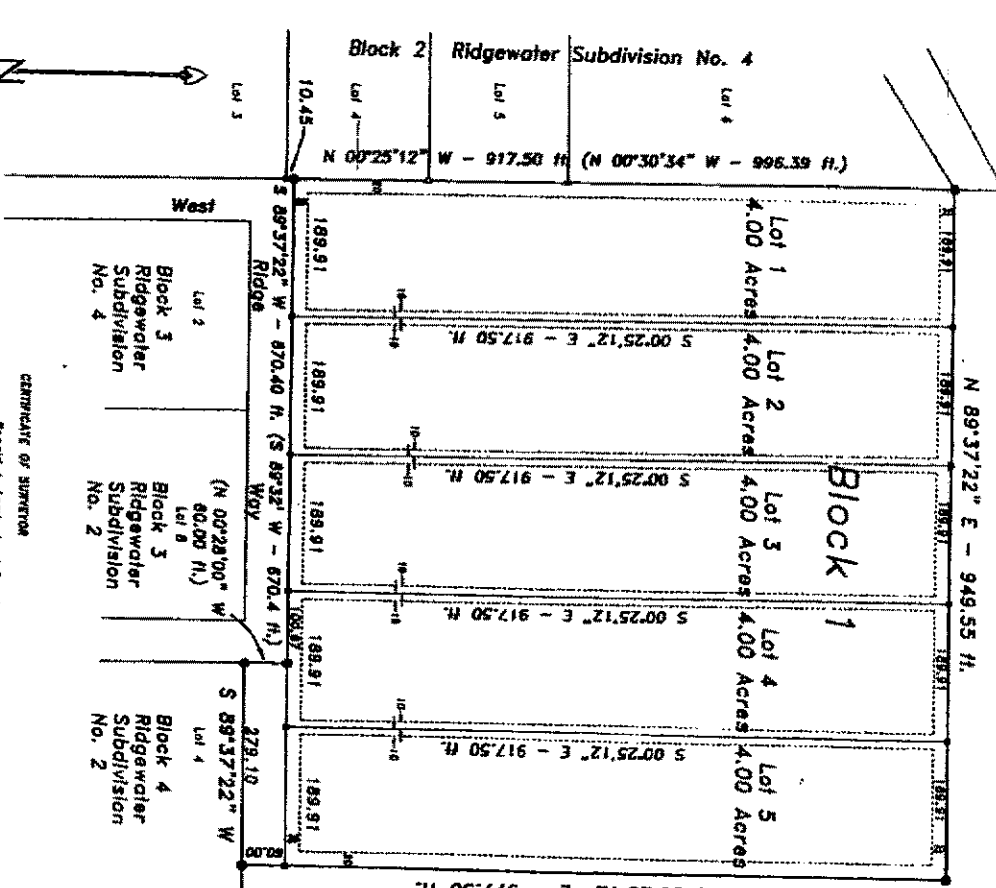
Notary Public

Angela Pyle



UNDIVISION  
 Being a portion of the SW 1/4 Section 13  
 Township 32 North, Range 72 West, 6th Principal Meridian  
 Converse County, Wyoming

Unsubdivided land R 72 W



Scale 1" = 100'  
 Legend  
 ● 1/2" Brass cap  
 ○ Found 5/8" rebar  
 ▲ Aluminum cap set this survey  
 --- utility easement

**CERTIFICATE OF SURVEY**  
 Ronald A. Lombard of Douglas, Wyoming, being first duly sworn in the State of Wyoming, and that the survey of the PARCELTY SUBDIVISION, lots of CONVERSE COUNTY, Wyoming, was done by me and that the survey is pursuant to the provisions of the Wyoming Statutes, and that I have caused the same to be duly recorded in the public office of the County Clerk of Converse County, Wyoming, and that the same are true to the best of my knowledge and belief.

The foregoing instrument was acknowledged before me by Ronald A. Lombard this \_\_\_ day of \_\_\_\_\_, 2010.

**DRAFT**

Unsubdivided land

**CERTIFICATE OF SUBDI**

State of Wyoming ) SS  
 County of Converse )

The undersigned Christopher S. Paquette and Brandi address is 57 Ridge Drive, Douglas, Wyoming, hereby certify that they are the owners and proprietors of the 1/4 parcel of land in the SW 1/4 of Section 13, Township 32 North, Converse County, Wyoming, and being more fully described as follows:

- 1) That they are the owners and proprietors of the 1/4 parcel of land in the SW 1/4 of Section 13, Township 32 North, Converse County, Wyoming, and being more fully described as follows:
- 2) That they hereby subdivide said land into one block of 20.00 acres, subject to all easements, restrictions and covenants
- 3) That there is dedicated to the public a permanent easement along a strip of land marked West Ridge Way as shown on accompanying plat.
- 4) That there is hereby granted to public and private utility easement and "right-of-way" for the power, gas, water, sewer and other utility lines, poles, conduits and appurtenances and under strips of land marked utility easement as shown on accompanying plat.
- 5) That the name of said parcel shall be "PARCELTY SUBDI
- 6) That there is NO PROPOSED CENTRALIZED SEWAGE SYSTEM
- 7) That there is NO PROPOSED CENTRALIZED WATER SYSTEM
- 8) That road access is provided to West Ridge Way, a dedic record and extended westerly as shown in the accompanying plat
- 9) That the intended use of Lots 1-5 of Block 1 Paquette Subdi
- 10) That the subdivision is made with the free consent and d owner and proprietor of said lands.

Approve this \_\_\_ day of \_\_\_\_\_, 2010.  
 CONVERSE COUNTY PLANNING COMMISSION

**APPROVALS**

Chair: \_\_\_\_\_  
 Board of Converse Coun

**CERTIFICATE OF RECORDING**

This plat was filed for record in the office of the Converse County Register of Deeds this \_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly filed in Plat Cabinet \_\_\_\_\_ in Slide \_\_\_\_\_.

County Clerk and Es-Office Registrar of Deeds

Seal

Lucille Taylor - Con

Ed Warner - Cl

John A. Lambert  
 Not Publicly  
 Not Publicly  
 Not Publicly