

BOOK 637 PAGE 556

RECORDED Apr 7 1977 AT 10:09 O'CLOCK A.M.
IN BOOK 637 OF Misc PAGE 556
No. 497193 COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

PLATTE RIVER ESTATES

Know all men by these presents:

That Whereas Platte River Estates, a partnership, is the owner of all that certain real property situated in Converse County, State of Wyoming, known and described as Platte River Estates, a subdivision of Converse County, Wyoming comprising the following legal description: (hereafter referred to as the subdivision)

All that portion lying North of the Centerline of the North Platte River in the South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter in Section 1 and all that portion lying North of the Centerline of the North Platte River in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter in Section 12, Township 33 North, Range 74 West of the 6th Principle Meridian and described by Metes and Bounds as follows:

Beginning at the Southwest 1/16 corner of the above described Section 1 which is the Northwest corner of this Subdivision; Thence South 0 00'57" West along the West Line of said Section 6 a distance of 655.07 feet to a point which is the centerline of the North Platte River; Thence along the centerline of the North Platte River North 72 31'30" East a distance of 6.64 feet to a point; Thence North 78 05'19" East a distance of 171.58 feet to a point; Thence North 82 14'50" East a distance of 260.68 feet to a point; Thence North 88 15'31" East a distance of 148.53 feet to a point; Thence North 85 56'49" East a distance of 321.96 feet to a point; Thence North 87 40'43" East a distance of 303.81 feet to a point; Thence South 86 27'01" East a distance of 281.73 feet to a point; Thence South 53 52'05" East a distance of 102.12 feet to a point; Thence South 66 15'20" East a distance of 185.28 feet to a point; Thence South 56 38'33" East a distance of 56.42 feet to a point; Thence South 47 35'55" East a distance of 376.53 feet to a point; Thence South 42 39'08" East a distance of 30.42 feet to a point; Thence South 32 49'01" East a distance of 772.51 feet to a point; Thence South 49 24'59" East a distance of 146.29 feet to a point; Thence South 71 59'51" East a distance of 412.29 feet to a point; Thence South 87 12'12" East a distance of 143.76 feet to a point; Thence North 84 14'18" East a distance of 159.61 feet to a point; Thence North 68 02'04" East a distance of 271.53 feet to a point; Thence North 51 03'49" East a distance of 286.69 feet to a point; Thence North 34 20'15" East a distance of 217.44 feet to a point; Thence North 28 58'58" East a distance of 190.18 feet to a point which is on the East 1/16 Line of said Section 1; Thence North 0 56'05" West along said East 1/16 line a distance of 945.32 feet to a point; Thence South 89 32'46" West a distance of 1328.10 feet to a point on the North-South Quarter line of said Section 1; Thence North 0 37'32" West along said Quarter line a distance of 360.00 feet to a point; Thence South 88 46'35" West a distance of 2652.32 feet to the point of beginning.

The Subdivision as above described contains 94.848 Acres More or Less.

and as shown on the plat and dedication thereof duly recorded in the office of the County Clerk of Converse County, State of Wyoming, in Book PLAT 2 of 1

Maps at PAGE 80, and,

Whereas, in order to insure the use and development of said property for exclusive rural residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and maintain property values therein, the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereafter set forth.

Now therefore, for and in consideration of the premises, Platte River Estates, a partnership does, hereby and by these presents make, publish, declare and impose upon all of the real property situate and included within the Subdivision the following restrictions and limitations governing the use and development of all lots within the Subdivision and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Subdivision, shall be effective upon the sale of the first lot in the Subdivision and shall be binding upon the undersigned and all persons claiming under it from and after the first lot sale, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within the Subdivision, to wit:

ARTICLE I

DEFINITIONS

1. Residential Lots: All of the subdivision lots designated on the recorded plat of the subdivision by lot number shall be single family residential tracts.
2. Platte River Estates: The words "Platte River Estates" as used in these covenants shall mean all of the lands included in this Subdivision. Any lands added to the subdivision by the owners in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Converse County Clerk shall thereafter be deemed a part of the Subdivision for purposes of the application of this Declaration.
3. Association: Shall mean and refer to Platte River Estates Owner's Association, Inc., a non-profit Wyoming corporation, its successors and assigns.
4. Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.
5. Properties: Shall mean and refer to that certain real property in the Subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PLATTE RIVER ESTATES OWNERS ASSOCIATION

1. Membership in Platte River Estates Owners Association: All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said Association as presently in effect and filed with the Secretary of State of Wyoming and as the same may be duly amended from time to time.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of Platte River Estates and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; provided, however, there shall exist only one vote for each lot which vote shall be exercised as the owners of the lot determine.

Class B: The Class B member shall be the Platte River Estates and it shall be entitled to three (3) votes for each lot owned. The Class B Membership shall cease and be converted to Class A Membership (i.e. one vote for each lot owned) on the happening of the following event:

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Platte River Estates, for each lot owned by it within the Properties, hereby covenants, and the Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association annual assessments or charges. The annual assessments, together with interest, costs and reasonable attorney's fees, shall constitute a

charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original Subdivision plat) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as charge against the lot despite a transfer of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used to maintain the streets and roads used for lot access by the Subdivision lot owners.

3. Maximum Annual Assessment. Beginning with the year that the first lot is conveyed to an Owner, the maximum annual lot assessment shall be One Hundred Dollars (\$100) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds of each class of members who cast votes in person or by proxy, at meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Notice and Quorum for Any Action Authorized under Sections 1, 2, and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 1, 2 or 3 above, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60) percent of all of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meeting originally called for such purpose.

5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors. It is further provided that the annual assessment for all lots owned by Platte River Estates upon which no

improvements have been constructed shall be fixed at no more than one-third of the assessment rate for other lots.

6. **Date of Commencement of Annual Assessments; Due Date:** The annual assessments provided for herein shall commence January 1, 1977. The Board of Directors shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date. The due dates shall be established by the Board of Directors.

7. **Creation of the Lien and Personal Obligation of Assessments:** Platte River Estates, for each tract owned by it within the Properties, hereby covenants, and the Owner of each tract, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase, whether or not express in such deed or contract, is and shall be deemed to covenant and agree to pay the association annual assessments or charges. The annual assessments, together with interest, costs and reasonable attorney fees, shall constitute a charge on the land and shall be a continuing lien upon the tract (being deemed to be each tract on the original subdivision plat) against which each such assessment is made. Each such assessment shall also be the personal obligation of Owner of the tract at the time the assessment was due.

8. **Effect of Nonpayment of Assessments; Remedies of the Association:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

9. **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. No such sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

RESTRICTION ON ALL TRACTS IN SUBDIVISION

1. **Zoning Regulations:** No land within the Subdivision shall be occupied, used by, or for any structure or purpose which is contrary to zoning regulations of Converse County, Wyoming.

2. Uses: Each lot within the Subdivision shall be utilized for one-family residential sites only.
3. Prohibited Activities: Except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained, or conducted on any lot in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area.
4. Signs: One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Subdivision owners, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any tract or lot.
5. Animals and Livestock: It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain on the lot one horse or one cow per each five acres owned. For purposes of this restriction three sheep shall be considered equivalent to a horse or cow. Except as herein specified no other animals, livestock or pets shall be deemed a permissible use.
6. No Resubdivisions: No lot reflected on the recorded plat shall be resubdivided into smaller tracts or lots nor conveyed or encumbered unless the entire lot is so conveyed or encumbered; however, conveyances or dedications of easements for utilities or private lanes or roads may be used.
7. Combining Tracts: If two or more contiguous residential tracts are owned by the same owner or owners, they may be combined into one or more larger residential tracts by means of a written document executed, acknowledged and approved by the Owner, and recorded in the real property records of Converse County, Wyoming. Thereafter, the new and larger lots or tracts shall each be considered as one lot for the purpose of these covenants.
8. Service Yards and Trash: Clothes lines, service equipment, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate.

9. Fences: All fences on road frontage and side fences running back along the property line to a point even with the front of the residential structure on said lot shall be of rail or other suitable open wood construction. The remaining side and back fences may be woven or barbed wire. If the fences are not woven wire, a minimum of four (4) strands must be used. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart. Where fences cross easements, a usable gate having a width of not less than twelve (12) feet shall be installed to facilitate ingress and egress for the maintenance of such easements. All fences shall be maintained in a sightly condition by the owners thereof.

RESTRICTIONS OF RESIDENTIAL TRACTS

1. Number and Location of Buildings: No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

- (1) One detached single-family dwelling;
- (2) an attached or detached garage; and
- (3) a service type barn, stable or shed.

No dwelling shall be placed, erected, altered, or permitted to remain on any residential lot or location except as permitted herein.

2. Mobile Homes: Mobile homes of double width (not less than twenty-four (24) feet wide) shall be deemed to be within the definition of a single family dwelling (assuming the square footage requirements of paragraph 4, below, are met). The mobile home must be placed on a solid and sightly concrete or concrete block foundation and all portions of the running gear must be completely removed. Modular or component houses are also acceptable provided they are placed on a similar foundation.

3. Minimum Setback Requirements: Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure, as follows:

- (1) Front and side setbacks-forty (40) feet;
- (2) Rear setback-twenty five (25) feet.

4. Square Footage: The ground floor (1st floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 750 square feet for a one-story dwelling. Where a single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall equal no less than 1,000 square feet of floor area.

5. Towers and Antennas: No towers or radio or television antennas higher than three feet above the highest roof line of the dwelling house shall be erected on any residential tract, and all such towers and antennas must be attached to the dwelling.
6. Landscape Development: All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.
7. Tanks: Elevated tanks shall not be erected or permitted upon any lot, except such elevated storage tanks as one gasoline and one diesel fuel storage tank per lot, such fuel tanks to have a capacity of no greater than 500 gallons each, and provided that such fuel tanks are located in the rear yards and at least thirty (30) feet distant from any building. Any tank used in connection with a dwelling or other structure shall be a part of the structure or shall be located in the rear yard behind the dwelling and shall be fenced.
8. Used or Temporary Structures: No temporary house, mobile home, basement, trailer, or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily, except during construction periods, and no new dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structures or outbuildings shall be completed in no more than fifteen (15) months from the date construction commences.
9. Off-Street Parking: Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the boundaries of any road rights-of-way. No trailers, campers, motor or mobile homes, boats, snowmobile trailers or similar vehicles of any kind shall be allowed to be parked or stored on any lot except in the rear portion thereof. For purposes of this paragraph "rear portions" is defined as that portion of a lot which has as its front boundary a line parallel with the road fronting said lot and passing through the corner of the residence furthestest therefrom or in the instance of a corner lot, bordered by two roads, it shall be that portion having as its front boundary lines parallel with each road and passing through the corners of the residence furthestest therefrom.
10. Sanitary Systems: No sewage disposal system shall be constructed, altered, or allowed to remain used unless fully approved as to design, capacity, location and construction by all proper health agencies of Converse County, the State of Wyoming and the State Department of Environmental Quality.

11. Land Uses: No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.

12. Domestic Water Systems: Water for domestic and household use shall be furnished by the lot owner.

13. Utilities: Appropriate and necessary utilities shall be arranged for by the owner as they deem necessary.

EASEMENTS

Platte River Estates hereby reserves to itself, its successors, and assignees, perpetual easements across all roads and roadways in the subdivision for ingress and egress to lands owned and proposed to be developed by the Platte River Estates.

ENFORCEMENT

The Platte River Estates, a partnership, shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Subdivision owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

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 January 1, 1992, 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 the Platte River Estates Subdivision, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Converse County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Cler, 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 owning real property in the Subdivision to institute proceedings at law or in equity, to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 5th day of APRIL, 1977.

Platte River Estates, partnership

Gerald E. Epperly
Gerald E. Epperly, partner

Michael H. Sarvey
Michael H. Sarvey, partner

STATE OF WYOMING)
) SS
COUNTY OF CONVERSE)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Gerald E. Epperly and Michael H. Sarvey, partners on behalf of the Platte River Estates, a partnership, this 5th day of April, 1977.

Witness my hand and official seal.

Ethelyn H. St. John—Notary Public
County of Converse State of Wyoming
My Commission Expires June 14, 1980

Ethelyn H. St. John
Notary Public

My Commission expires: June 14, 1980