

DECLARATION OF PROTECTIVE COVENANTS FOR RESIDENTIAL
LANDS WITHIN RIVERBEND, AN ADDITION TO THE TOWN OF
DOUGLAS, FIRST FILING, CONVERSE COUNTY, WYOMING.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the sole owners of all
lands in Riverbend, an Addition to the Town of Douglas,
First Filing, Converse County, Wyoming, as the plats thereof
are recorded in Plat Book 2, Pages 74, 74A and 75, filed
July 29, 1976, do hereby make the following covenants and
declarations as to limitations and restrictions on uses
to which the above-described property may be put, EXCLUDING
however, from this declaration, covenants and restrictions,
all of Block Ten and Lot 8 of Block One thereof. The under-
signed hereby specify that these declarations, covenants
and restrictions shall constitute covenants to run with all
of the residential lands of said Riverbend, First Filing,
(except the lands hereinabove excluded) 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 structures shall be placed, erected or permitted to remain on any lot or tract except as provided by the zoning regulations and restrictions of the Town of Douglas, Wyoming.

d) No building may be built with tar paper or asphalt materials. No building may have visible exterior covering of cement, cinder block, or unpainted metal. All buildings shall have exterior colors and finish that shall conform with and be in harmony with the natural surroundings.

e) 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.

f) All buildings, structures and other improvements shall be erected, placed and maintained in compliance with the Town of Douglas, Wyoming, Building Code and any other applicable ordinance, rules, regulations or restrictions. Where not in conflict with the Town of Douglas, Building Code or other requirements, the following restrictions shall apply:

(A) DWELLING QUALITY AND SIZE: All improvements shall be constructed of good and suitable material of first class workmanship. The minimum areas shall be: 800 square feet for one-story houses, excluding basement; ~~690~~ square feet for the first story of a multiple-story house; 800 square feet for main floor and one of the other two levels adjoining the main floor on the side for tri-level houses.

(B) BUILDING LOCATION: No building shall be located on any lot nearer to the front line, interior lot line or the side street line than the following minimum

building set-back lines (a) front line, 20 feet; (b) interior lot line, 5 feet; (c) rear lot line, 15 feet; (d) side street line, 15 feet.

(C) No structure shall exceed 30 feet in height from finish grade level to maximum roof height. Except multi-family and commercial structures shall be exempt from this restriction.

(D) EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities, are reserved as shown on the above plats. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area in each lot and all improvements in it shall be maintained continuously by the owner of the lot, except improvements for which a public authority or utility company is responsible.

(E) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

2. ARCHITECTURAL CONTROL COMMITTEE:

a) The Architectural Control Committee shall consist of not less than five (5) members elected or designated by the lot owners of Riverbend, First Filing, included in these restrictions and covenants, as herein 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 Riverbend, First Filing, 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.

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

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

4. 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.

5. 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, scrubs, 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.

6. 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 Riverbend, First Filing.

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.

7. 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 rear of the buildings in covered containers, (c) keep rubbish, garbage and other waste disposed of in a sanitary manner, (d) store materials, or park vehicles for long terms, only at the rear of buildings or in other areas which are not unattractive and which do not intrude upon the street or areas in the front of buildings, (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 in containers designed for that purpose and at such a time of the year as it shall not constitute a fire hazard.

8. 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.

9. TEMPORARY STRUCTURES: No structure of a temporary character; trailer, 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.

10. 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 Riverbend, First Filing.

11. 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.

12. 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 majority 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.

13. Invalidation of any part of the requirements and limitations herein set forth by judgment or court order

