

RESTRICTIVE COVENANTS
FOR
SAGE HILLS SUBDIVISION
CONVERSE COUNTY, WYOMING

JOSEPH PHIPPS, RODNEY PHIPPS, BRUCE PHIPPS, JOHN PHIPPS
and GARY PHIPPS, the owners of the following described real property,
located in the County of Converse, State of Wyoming, being the real
property now duly platted as the Sage Hills Subdivision, a sub-
division of the County of Converse, State of Wyoming, as such plat
is now recorded in Book ^{Cabinet} 2 at Page ^{Slide} 15 of the records in
the office of the Clerk of the County of Converse, State of Wyoming,
a copy of which plat is attached hereto, marked as Exhibit A, and
which by this reference is made a part hereof, hereby make the
following declarations as to limitations, restrictions, and uses
to which the lots or tracts constituting such subdivision may be put,
and hereby specify that these declarations shall constitute covenants
running with all the land, as provided by law, and shall be binding
on all the parties and all persons claiming under them and for the
benefit of, and limitations on all future owners in such subdivision.
This declaration of restrictions is being designed for the purpose
of keeping the subdivision desirable, uniform and suitable in
architectural design for the uses specified herein.

The purpose of these restrictions is to insure the use
of the property for attractive residential purposes only, to prevent
nuisances, to prevent the impairment of the attractiveness of the
property and to maintain the desired tone of the community, and
thereby to secure to each tract owner the full benefit and enjoyment
of his home, with no greater restriction on the free and undisturbed
use of his tract than is necessary to insure the same advantages to
the other tract owners.

ARTICLE I. Definitions

A. Development Committee: As used herein shall be that
individual or group of individuals designated to approve and accept
all plans and specifications for the construction of all single
family dwellings, garages and other structures and outbuildings in
the subdivision.

B. Association: As used in these covenants shall be the Sage Hills Homeowners Association, which shall be organized as a non-profit corporation pursuant to the laws of the State of Wyoming as hereinafter provided, and which shall serve as the successor in interest to the development committee for enforcing the covenants hereinafter enumerated.

C. Owner: As used herein shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is a part of the subdivision, including buyers under contract, or excluding those having such interest merely as security for the performance of an obligation.

D. Developer: Shall mean Phipps Construction (Joseph Phipps) and its successors in interest.

E. Subdivision: Shall mean the Sage Hills Subdivision to the County of Converse, State of Wyoming as more particularly described in the subdivision plat, as shown by Exhibit A.

F. Tract: As used herein, the word tract shall be deemed to mean each individual tract upon which a single family dwelling unit will be located.

G. Common Areas: Shall be all properties shown on the subdivision plat which are not contained in any of the platted tracts and including all streets, sidewalks, alleys and other public ways.

H. Nuisance: As used herein shall be deemed to include any odor, sound, condition, activity or conduct which substantially diminishes or interferes with the rights of the developer or any of the owners to the full and quiet enjoyment and value of their property for use as a single family residence.

ARTICLE II. Development Committee:

A. There is hereby established a development committee, hereinafter referred to as committee, which shall be comprised of the above named owners, and such other individuals, being owners of tracts in the subdivision, as the owners may, from time to time, appoint to serve with them on the committee.

B. The function of the committee shall be to approve all plans and specifications for all residential buildings, outbuildings

and accessory buildings to be placed upon any of the tracts in the subdivision prior to the commencement of any construction on a particular tract. The committee shall be responsible for the orderly development of the subdivision in accordance with these covenants, the laws of the State of Wyoming, and any applicable rules and regulations of any political subdivision having authority or jurisdiction over this subdivision.

C. The committee shall continue to exist from the date of the filing of these covenants with the County Clerk, County of Converse, State of Wyoming, until such time as construction of a single family dwelling unit has been completed on each of the tracts in the subdivision.

D. The committee shall have the authority to maintain all the common areas of the subdivision. The committee shall have the further authority to make uniform assessments against each of the tract owners in the subdivision for the purpose of maintaining the common areas of the subdivision.

E. When a single family dwelling has been constructed on each of the tracts in the subdivision, the committee will be dissolved and all the duties, powers and responsibilities of the committee shall be assumed by the Association as hereinafter provided.

ARTICLE III. Sage Hills Homeowners Association

When a single family dwelling has been completed on each of the tracts in the subdivision there shall be created a mutual non-profit corporation under the laws of the State of Wyoming, in which all tract owners agree to become, and shall become members, and which membership shall be limited to owners in lots in the subdivision. The Articles of Incorporation of such corporation shall specify, among the purposes and duties of such corporation, the enforcement of all the restrictions, covenants and conditions contained herein, and the maintenance, preservation and improvement of such properties, and the keeping and maintaining of the subdivision and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from the vacant property and

streets, so far as it may lawfully act, and the transaction of such other business as may be permitted by law. Owners hereby agree to pay such corporation, when formed, dues or assessments for such purposes, the amounts of which may be fixed by its by-laws or by lawful act of its board of directors.

It is understood and agreed that the Articles of Incorporation and By-laws of the Association shall provide that each owner of a tract in the subdivision shall be entitled to one vote at all elections and on all other matters that may come before the meeting of the members, subject to the proviso that if the present owners shall be an owner of more than one lot in the subdivision, they shall be entitled to as many votes as the number of lots purchased or owned by them.

Upon formation of the non-profit corporation set forth in this article, the development committee shall be dissolved and be without further responsibility or authority with regard to the maintenance of the subdivision or the enforcement of these covenants.

ARTICLE IV. Land Use:

A. All tracts covered by this subdivision shall be used for single family dwelling residential purposes only. No commercial, business, or industrial activity shall be maintained upon any of the tracts within the subdivision at any time.

B. No building or structure of any type whatsoever, other than a single family dwelling with appropriate outbuildings and accessories shall be erected on any tract, and any such dwelling, house or accessory structure shall be used for residential purposes only.

C. No dwelling, house or other structure shall be erected upon any tract until the plans and specifications with the proposed site therefore have been submitted to and approved by the committee, or its successor, as to outward design and appearance.

As used in this article, the word "structure" shall be deemed to include, but shall not be limited to, the houses, walls, fences and accessory buildings located on any tract.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than one thousand (1,000) square feet.

There shall be only one single family dwelling unit per tract.

D. The front of each dwelling shall face the street as shown by Exhibit A.

E. The front portion of each building shall have a partial masonry break, provided, however, that this requirement may be waived by the committee if the waiver is given in writing prior to construction.

F. No permanent or temporary outside toilet or latrine facilities shall be maintained on any tract. A temporary outdoor toilet facility may be maintained on a tract for a period of ninety days during the construction of a permanent dwelling on the tract. Upon the completion of construction, the temporary toilet shall be removed by the owner of the tract, and, in the event the owner shall fail to remove the toilet, then it shall be removed by the committee or its successor.

G. When a permanent dwelling has been constructed on any tract, the owner of that tract shall be required to construct underground sanitation facilities which shall conform to the laws of the State of Wyoming and any political subdivisions thereof having jurisdiction over the subdivision. Each owner shall be responsible to take precautions necessary to prevent the contamination of any domestic water supply by their sanitation facility. Required sanitation facilities shall be placed on each tract not less than fifty feet inside all of the boundaries of the tract, and shall be constructed and maintained in a manner so as not to constitute a nuisance to other owners in the subdivision.

H. No residential building shall be located on any lot nearer than ~~se~~ fifty (50) feet from the center line of any dedicated road or adjacent property line. The committee or the association shall have the authority to determine what portions of a residential building are part of the building for purposes of meeting these requirements.

I. No tract in the subdivision shall be subdivided* unless such subdivision is first approved in writing by the committee or the Association and unless such subdivision shall allow the tract and the entire subdivision to remain in compliance with the laws of the State of Wyoming and rules and regulations of any political subdivision having authority over the subdivision.

J. Easements:

1. Developer hereby reserves to itself, its successors and assigns, a perpetual utility easement within the subdivision boundary, on and along ten (10) feet on either side of all property lines, and on or along all roadways, for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, storm drainage, sewer, gas and similar lines, pipes, wires, ditches and conduits for the benefit of the subdivision and for the extension of such facilities into the development of, lands adjacent to the subdivision owned by developer.

2. Developer reserves to itself, its successors and assigns, a perpetual easement across all roads and roadways in the subdivision for ingress and egress to other lands owned by the developer adjacent to the subdivision.

3. Developer, its successors and assigns, shall construct all roads, drives and lanes as shown on the subdivision plat. The committee shall be responsible for the maintenance and improvement of roads, lanes and drives until such time as such construction is completed on all tracts in the subdivision. When a home has been constructed on each of the tracts in the subdivision, maintenance and improvement of roads, drives and lanes shall become the responsibility of the Association, or such other duly constituted political subdivision or governmental agency as may acquire the roads, drives or lanes for public purposes, without further obligation of the developer or the committee.

K. All setback areas facing the streets between the front lot line and the street, with the exception of driveway and sidewalks, shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground coverings or landscaping material approved by the committee or its successor

for neatness and beauty. Each owner shall have a year from the date of completion of construction of the residential building on his tract within which to install a lawn composed of blue grass, or a mixture containing bluegrass. Ground coverings not consisting of a lawn shall not be installed without the prior written approval of the committee or the Association.

L. No signs of any kind shall be displayed from any tract located in the subdivision except signs advertising the property for sale or rent. All signs advertising the sale or rent of a particular residence shall be first approved in writing by the committee or the Association.

M. No fence, wall, or hedge higher than eight (8) feet shall be erected on any tract. The style of any fence, wall, or hedge must conform with the general guidelines and purposes of these covenants. No fence, wall or hedge shall be constructed until the owner has received the approval in writing of the committee or the Association.

ARTICLE V. Prohibitive Uses:

A. No owners shall maintain on any tract within the subdivision any inoperable, abandoned or unused motor vehicle, including, but not limited to, automobiles, pickups, boats, machines, trucks, tractors or trailers for a period of more than five (5) days, unless such vehicle is stored in a garage or other enclosed structure.

B. Garbage, trash or refuse from household use or care of the tract shall not be permitted so as to become unsightly or a nuisance, but shall be disposed of and removed from the property with reasonable promptness, and in a manner constant with good sanitation practices. It shall be the responsibility of each owner to dispose of his trash, garbage or rubbish.

C. No owner shall be allowed to maintain or keep horses, sheep, cattle, poultry or other types of livestock on any tract within the subdivision nor to engage in any commercial livestock raising, breeding or feeding operation.

D. Each owner shall be entitled to maintain no more than three domestic house pets on any single tract within the subdivision. It shall be the responsibility of the owner at all times to maintain physical control of any domestic animal of which he is the owner. No pets shall be allowed to run loose, except in enclosed areas located upon the owner's tract. The owner shall be responsible to prevent any nuisance created by his domestic animals, including noise, odors, or animal waste.

The committee, or its successor, shall have the authority to dispose of any domestic animal not properly controlled by its owner which creates a nuisance to the other owners in the subdivision.

ARTICLE VI. Landscaping Restrictions:

A. No owner or any person or persons claiming under him, shall at any time, raise or lower the grade of any tract located in the subdivision without receiving the prior written approval of the committee or the Association.

B. No owner of any tract shall cut down or destroy, or permit the cutting down or destruction of any growing trees on the owner's tract, which are more than three (3) inches in diameter when measured one foot above ground level; excepting that such trees may be removed in the event that their location interferes with the placement of permitted improvements on the tract. Dead or diseased trees of any size shall be removed by the owner of a tract at his expense.

C. The owners of each tract must keep the property free and clear of weeds, trash or other unattractive refuse and vegetation; store trash receptacles at the rear or side of buildings in covered containers and in enclosed areas easily accessible for pick up; keep rubbish, garbage and other waste materials disposed of in a sanitary manner; store materials or parked vehicles for long terms only in areas which are not unattractive and do not interfere with the free flow of traffic in the subdivision; maintain the parking areas, access roads from the streets and other driveways, and maintain these areas and their immediate surroundings in a neat and clean manner. No tract or any part

thereof shall be used or maintained as a dumping ground for trash, garbage or rubbish. The burning of trash or rubbish shall be permitted as allowed by law and in containers designed for that purpose, and whenever done, shall be undertaken in a manner so as not to present a hazard to the health and safety of the owner or other owners in the subdivision.

ARTICLE VII. Nuisances:

No conditions which constitute or create a nuisance, or are an unreasonable annoyance to other tract owners in the subdivision shall be created or permitted to exist. In the event any owner does permit a nuisance to exist on his tract, every other owner in the tract or the committee or the Association may institute appropriate legal proceedings in law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate these covenants and to recover damages, actual and punitive, for such violation.

ARTICLE VIII. Temporary Structure:

No structure, of a temporary character, including basements, tents, shacks, garages, barns or other outbuildings shall be used or permitted to remain on any tract without the prior written approval of the committee or the Association, which approval must be received prior to construction or installation of the temporary building.

ARTICLE IX. Firearms or Explosives:

The discharging, firing or setting off of firearms, explosives, firecrackers or any other recreational devices or hunting devices of allowed and dangerous character shall not be permitted in the subdivision.

ARTICLE X. Access Roads and Parking:

All owners, their guests and other persons using the subdivision must use the access roads provided as shown on Exhibit A, unless such roads and streets are altered and approved by the

Board of County Commissioners of Converse County, Wyoming, or any other political subdivision in the State of Wyoming having authority over this subdivision. There shall be no overnight parking of any vehicle, boat, truck, pick-up, trailer or similar equipment on any street or access road in the subdivision.

ARTICLE XI. Covenants Run With the Land:


The foregoing conditions and limitations are to be construed as covenants running with the land, and shall be binding on all persons claiming any interest in any of the tracts located in the subdivision for a period of twenty-five (25) years from the date hereof. These covenants may be extended or amended by two-thirds (2/3) of the members of the committee or the Association, provided that the amendment shall be in writing and shall be duly filed with the County Clerk, Converse County, Wyoming, and shall comply in all respects with the laws of the State of Wyoming and the rules and regulations of any political subdivision having authority over this subdivision.

Should any part or parts of these covenants be declared invalid or unenforceable by any Court of competent jurisdiction, or other authority having jurisdiction over this subdivision, such decision shall not affect the validity of the remaining covenants.


IN WITNESS WHEREOF the undersigned being the owners of the Sage Hills Subdivision have set their hand this 6th day of August, 1979.




JOSEPH PHIPPS




RODNEY PHIPPS



BRUCE PHIPPS



JOHN PHIPPS



GARY PHIPPS

STATE OF WYOMING)
) SS.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by
Joseph Phipps, Rodney Phipps, Bruce Phipps, John Phipps and
Gary Phipps this 14th day of August, 1979.

Witness my hand and official seal.

Susan M. Eckhardt - Notary Public
County of Converse State of Wyoming
NOTARY PUBLIC Commission Expires Nov. 14, 1982

My Commission Expires: Nov 14, 1982