

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

PREAMBLE

WHEREAS, Sunshine Homes, a Wyoming partnership, whose address is 2760 Robertson Road, Casper, Wyoming, 82601, is owner of the following described property, to wit:

A portion of the SE¼, of the SW¼, Section 3, T33N, R75W, 6th P.M., Town of Glenrock, Converse County, Wyoming, more particularly described as follows:

Lots 1 through 21, Block 13; Lots 1 through 17, Block 14; Lots 1 through 25, Block 15, Lots 1 through 17, Block 16; Lots 1 through 19, Block 17; Lots 1 through 11, Block 18; and Lots 1 through 35, Block 19; all in the SUNUP RIDGE ADDITION, an addition to the Town of Glenrock, County of Converse, Wyoming,

and,

WHEREAS, owners desire to establish in said subdivision an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements and each lot owner in consideration of his compliance with such requirements shall be protected against violation thereof by any other lot owner, and

WHEREAS, owners desire to induce various institutional lenders and insuring agencies, including but not limited to those loans insured under the Federal Housing Administration and Veterans Administration to finance and insure lenders and to enter into mortgage loans.

NOW, THEREFORE, in consideration of the premises, the undersigned partners do hereby make, impose and establish the following building restrictions and covenants on the above described property as follows:

ARTICLE I

RESIDENTIAL AREA COVENANTS

1.0 Land use and building type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage, for not more than two cars. No mobile homes shall be permitted.

RECORDED July 31 1981 AT 9:20 O'CLOCK A. M.
IN BOOK 759 OF misc PAGE 174
DOROTHY L. TAYLOR COUNTY CLERK
589739

1.1 Architectural control. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot near to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Article II.

1.2 Dwelling costs, quality and size. No dwelling and lot shall be permitted on any lot at a cost less than \$40,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein or the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 950 square feet for a one story dwelling, nor less than 1,200 square feet for a dwelling of more than one story.

1.3 Building location. No building shall be located on any lot near to the front line or near to the side street line than the minimum building setback lines allowed by the zoning laws of the Town of Glenrock, Converse County, Wyoming. In any event, no building shall be located on any lot nearer than 25' to the front line, or nearer than 10' to any side street line. No building shall be located nearer than 10' to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 10' or more from the minimum building setback line.

No dwelling shall be located on any interior lot nearer than 10' to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building, on a lot to encroach upon another lot.

1.4 Lot area and width. No dwelling shall be erected or placed on any lot having a width of less than 45 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area less than 5,000 square feet.

1.5 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

1.6 Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

1.7 Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

1.8 Miscellaneous Items.

A. No store, shop, repair shop, storage or repair garage, restaurant, dance hall or other public place of amusement or any business or commercial enterprise of any kind or nature shall be carried on or conducted upon any lot in said subdivision, nor shall any activity be done or carried on which may be an annoyance or nuisance to the neighborhood.

B. No structure or signs, fences, walls, shrubs in the front or side yard, shall be situated as to obstruct the view of vehicular traffic at street intersections. Front yard perimeter fences, or walls,

shall not exceed three feet in height and rear yard shall not exceed six feet in height.

C. No oil drilling, oil development operations, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted on any lot.

D. Each lot shall contain a removable underground container installed in the front yard or in the alternative, garbage containers may be maintained which are concealed from sight by an enclosed structure.

E. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, and do not exceed two in number.

F. No water wells or septic tanks shall be drilled, constructed or permitted to remain on any lot.

G. No weeds, brush, rubbish, junk, garbage, trash, junk cars or unlicensed cars shall be allowed or permitted to remain on any lot, nor shall any activity be carried on which shall be or may become a nuisance or offense to the owners within the subdivision.

H. No lot shall be reduced in size to make a smaller building site than a platted lot.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

2.0 Membership. The architectural control committee is composed of the partners in Sunshine Homes, until such time as the land becomes beneficially owned by two or more people,

at which time the committee shall consist of two members, until such time as the land is owned by three or more people, at which time the architectural control committee will be composed of three members. The address for the architectural control committee shall be: 2760 Robertson Road, Casper, Wyoming, 82601. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the full authority to designate a successor. Neither of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2.1 Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its named representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE III

GENERAL PROVISIONS

3.0 Term. These covenants are to run with land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a

majority of the then owners of the lots has been recorded agreeing to change said covenants in full or in part.

3.1 Amendments. The restrictions and covenants set forth in this article may be altered, amended or variances allowed by a majority vote of lot owners with each lot owner having one vote, provided they are in compliance with the Town of Glenrock's zoning ordinances.

3.2 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3.3 Severability. Invalidation on any one of these covenants by judgment or Court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED the day and year first written above.

SUNSHINE HOMES

[Handwritten Signature]
Authorized Representative

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by *David* Fred Sherman, as authorized representative for Sunshine Homes, this 17th day of June, 1981.

Lynda L. Zeringue
NOTARY PUBLIC

My commission expires:

