

RECORDED Sep 29 1975 AT 4:00 O'CLOCK P.M.  
IN BOOK 598 OF Misc PAGE 559  
NO. 470371 ANNA FROGGATT  
COUNTY CLERK

DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Westland Estates, a partnership, being the owner of the following described real property:

A tract of land situate in Section 19, Township 32 North, Range 71 West and in Section 24, Township 32 North, Range 72 West, of the 6th P.M., County of Converse, State of Wyoming, which considering the north-south centerline as bearing N00°03'E, and with all bearings contained herein relative thereto, is contained within the boundary lines, which begin at a point which bears N24°27'E, 604.4 feet, from the center of Section 24, and run thence; N77°15'E, 1613.0 feet, thence; S12°45'E, 270.0 feet, thence; N77°15'E, 382.6 feet, thence; S12°45'E, 285.0 feet, thence; N77°15'E, 1451.7 feet, thence; S12°45'E, 1620.0 feet, thence; S77°15'W, 3346.0 feet, thence; N12°45'W, 1687.5 feet, thence; S77°15'W, 161.3 feet, thence; N12°45'W, 330.0 feet, thence; N77°15'E, 60.0 feet, thence; N12°45'W, 330.0 feet, to the point of beginning, containing 167.0 acres, more or less.

A tract of land situate in the NE¼ of the SW¼ of Section 24, Township 32 North, Range 72 West, of the 6th. P.M., County of Converse, State of Wyoming, which considering the north-south centerline as bearing N00°03'E, and with all bearings relative thereto, is contained within the boundary lines, which begin at a point which bears N 89° 57' W, 150.0 feet, from the center of said Section 24, thence; S 12° 45'E, 250.0 feet, thence; N 37°45'W, 325.0 feet, thence; S 89°57'E, 150.0 feet to the point of beginning, containing 10,411.7 square feet, more or less.

Also, that part of the E 1000' of SE¼NW¼ Section 24, Township 32 N., Range 72 W. of the 6th P.M. situate So. of the Converse County Road No. 9, Converse County, Wyoming.

and desiring to establish a nature of the use and enjoyment of the above described property, hereby declares that the following Covenants, Restrictions and Reservations shall attach to said real property and every portion thereof and shall constitute the covenants running with the lands for the benefit of all the lands described above, and further such covenants and restrictions shall inure to the benefit of all successors in title and interest to said real property.

1. BUILDING LOCATIONS: All buildings shall be placed on any lot as follows: no building shall be located upon any single lot nearer than twenty-five (25') feet to the front lot line, or nearer than twenty (20') feet to any side street or side lot line, and no building shall be located nearer than fifteen (15') feet to the rear lot line or easement across the rear of each lot.

2. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10') feet of each lot. Within these easements, no structure 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 or flow of drainage channels in the easements. The easement area of each lot and all improvements in it, such as fences, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

3. NUISANCES: No noxious or offensive activities shall be carried out upon any lot, nor shall any thing be done thereon which may be or may become an annoyance to the neighborhood.

4. USE OF PREMISES: The use of all lots is hereby restricted and shall be used for single family residential use only, and all construction thereon is restricted to single family dwellings attached or detached and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises. Only one (1) single family dwelling shall be permitted on each lot.

5. TEMPORARY RESIDENCES OR STRUCTURES: No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling, nor shall any trailer, mobile home, tent, shack, garage, barn, or any other structure be used as a residence, either temporarily or permanently, nor shall any such structure or dwelling be moved onto the above described property from outside the subdivision, except that a construction shed, used for the storage of tools and equipment, may be maintained by the builder on any unsold lot during the period of construction of the subdivision.

6. LIVESTOCK AND POULTRY: 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 or horses may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

7. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and stored out of sight and in screened or enclosed areas. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage pick-up will be made in the adjacent access ways or street.

8. NO JUNK STORAGE: No lot shall be used or maintained as a storage area for junk materials, refuse or non-functional automobiles or other vehicles. For the purposes herein, junk shall mean and be defined as the word "junk" is presently defined in the ordinances to the City of Douglas, Wyoming.

9. WATER SUPPLY - SEWAGE DISPOSAL SYSTEMS: No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the State Department of Public Health. Approval of such systems as installed shall be obtained from such authority. Further, any sewage disposal systems herein shall be constructed pursuant to the standards and recommendations of the State Department of Public Health, and shall not contaminate or in any way jeopardize any other water source in the subdivision.

10. UTILITIES: All utilities including electricity, cable television, and telephone, whether located on easements or placed upon individual lots, shall be underground.

11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines or at elevations between two (2') feet and six (6') feet above the roadway shall be placed or allowed to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersec-

tion of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of the street property line with the edge of a drive way or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. No fence higher than six (6') feet will be permitted on any lot.

12. MINIMUM SIZE OF DWELLINGS: No residential dwelling containing less than eight hundred fifty (850) square feet of living area, excluding basements, will be permitted, except for split entries, split levels and one and one-half (1½) and two (2) storied dwellings which shall be subject to the approval of the Architectural Control Committee.

13. MULTIPLE UNIT DWELLINGS: Multiple unit dwellings, churches, paternal organization buildings and other similar buildings will be permitted only when they meet the approval of the Architectural Control Committee.

14. DEFINITION OF MOBILE HOMES: For the purposes of these covenants, trailer homes and mobile homes, which are specifically excluded herein as dwelling units shall be defined as a portable unit principally designed and built to be towed on its own chassis, comprised of frame and wheels, connected to utilities, and designed without a permanent foundation for year round living. A unit may contain parts that may be folded, collapsed, or telescoped when towed and expanded later to provide additional living space. This term shall include all units and structures referred to and termed as "double wides".

15. PARKING AND STORAGE OF MISCELLANEOUS ITEMS:

(a) Parking of trailers, campers, truck campers, bus campers, and other large vehicles such as stock trucks and trailers shall be limited to a period of seventy-two (72) hours when parked

on the street in front of a residence or on the front drive way or parking area between the front building line and the street.

(b) The parking of boats and boat trailers on the street or on the drive way or any parking area between the front building line of a residence and a street shall be of a temporary nature and shall not be left parked in such a location for storage from one season to another or while not in seasonal use.

(c) Vehicles which are not in running condition or in a state of disrepair shall not be parked on a street in front of a residence or on the front drive way or any parking area between the front building line of a residence and a street for a period of more than twenty-four (24) hours at any one (1) time or as a repeated matter of practice. Further, any storage of any such vehicles beyond a fourteen (14) day period shall be considered as the storing of junk for commercial purposes and shall not be permitted unless they are stored or housed out of sight in a proper accessory building.

(d) Vehicles of a size larger than the now standard American manufactured motor car, vehicles of primary use of which is other than the transportation of passengers not for hire, vehicles intended to use primarily for sport, commerce or industry, such as trucks, campers, boats and boat trailers, tractors and trailers, shall not be parked on the street or any of the front portions within forty (40') feet of the street right of way, of any lot or lots for a continuous period of more than seventy-two (72) hours. The foregoing enumeration of specific vehicles is not intended to be exclusive but is only illustrative.

16. MAINTENANCE: Each lot shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels, lots, and streets,

except for days of trash collection, at which time the trash containers shall be immediately removed from the point of collection and returned to the screened areas.

17. LANDSCAPING: The character of landscaping to be placed on the front, back and/or side yards must be such as to complement landscaping established in the area generally. All such landscaping shall be maintained according to the character and standards as they may be initially established in the area.

18. FENCES AND WALLS: All screening areas, whether fences, hedges, or walls, shall be erected and maintained upon the lots and the subdivision in accordance with the original construction of the buildings located on the premises, and shall be of comparable value. In any event, no barb wire fences shall be permitted to be maintained or utilized on any lot or premises; and any fences intended for the use and control of pasturing horses shall be of good quality lumber and shall be maintained in such a manner as not to detract from the general integrity of the subdivisions.

19. OUTBUILDINGS: Any and all outbuildings, barns or accessory structures shall be constructed of good quality material and to a standard commensurate with the dwelling unit placed on any lot.

20. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of the Partners of Westland Estates and their successors and the officials of the Westland Estates Landowners Association. The majority of the committee may designate a representative to act for it, or any member of the committee may designate a representative to act for the individual member. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The members of this Committee shall remain in control until such time as ninety (90%) per cent of the lots in this subdivision and development have had ownership transferred to other parties or until such time as the

Architectural Control Committee voluntarily request to be relieved of the office, which ever shall come first. Upon retirement of the present committee, the then record owners of the lot shall have the power to duly record a written instrument to change the membership of the committee or to withdraw from the committee or to restore it to any of its powers and duties. In the determination of any matter hereunder, a vote of the majority of the Architectural Control Committee shall govern.

21. All private streets, roads, and common areas, as shown in the Westland Estates subdivision are reserved for the private use and convenience of all owners of the property within this subdivision, their guests and invitees, and for the installation and maintenance of underground utilities. Title to the land of all private streets, roads, and common areas as described upon the Westland Estates Subdivision plat which is of record at Plat Book 2, Page number 66A of the Converse County, Wyoming Clerk and Recorders' office, shall be vested in an association of all individual lot owners comprising the ownership of Westland Estates, which association is established by these covenants, conditions, and restrictions. The Individual lot owners of record within this subdivision shall be the members of the association, which association will accept all responsibility for the control, maintenance, safety, and liability of the private streets, roads, and common areas within this subdivision.

Further, the Westland Estates landowners Association shall hereafter be known as the Westland Estates Land Owners Association and shall possess any and all powers necessary to achieve the proper control, maintenance, safety, and liability of the private streets, roads, and common areas within the Westland Estates Subdivision.

22. DURATION OF COVENANTS: These covenants shall remain in force for a period of twenty-five (25) years, at the end of which time they shall be subject to the vote of majority of the

record owners of the lots as to their change or termination. If the property owners fail to act after a period of one hundred twenty (120) days, these covenants shall again be in full force and effect for a period of five (5) years.

23. A soils report has been prepared listing possible hazards and limitations for certain land uses in this Subdivision. A copy of this report is on file at the Converse Area Planning Office, Douglas, Wyoming.

WESTLAND ESTATES, a Partnership

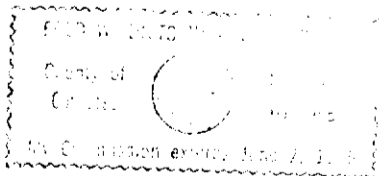
by: *Fred W. Dilts, Jr.*  
Fred W. Dilts, Jr., President

*Martha M. Knoll*  
Martha M. Knoll, Secretary

STATE OF WYOMING            )  
  )SS.  
COUNTY OF CONVERSE        )

The foregoing instrument was acknowledged before me by Fred W. Dilts, Jr., Martha M. Knoll, on this 29th day of September, A.D. 1975.

Witness my hand and official seal.



*Fred W. Dilts, Jr.*  
Notary Public

My commission expires:



Westland Estates Partnership, a partnership of Converse County, Wyoming, owner of that real property described as:

Beginning at a point which bears N24°27'E, 604.4 feet from the center of Section 24, Township 32N, Range 72W, Converse County, State of Wyoming; thence; S12°45'E, 330.0 feet to the point of beginning, thence; S77°15'W, 445.0 feet, thence; N12°45'W, 220.0 feet, thence; N52°15'E, 65.0 feet along the South right of way line of County Road No. 9, thence; S12°45'E, 175.0 feet, thence N77°15'E, 385.0 feet, thence; S12°45'E, 60.0 feet to the point of beginning.

In consideration of Ten and NO/100 (\$10.00) DOLLARS, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto the Westland Estates Landowners Association of Converse County, Wyoming, being comprised of all those various lot owners of Westland Estates Ranchettes, a duly constituted subdivision recorded at Plat Book No. 2, Page 66A, Converse County, Wyoming, Clerk and Recorder's Office, the following: an easement over and upon the above described property to use for the purpose of constructing, improving, maintaining, and otherwise using this property as a roadway for general access to and for ingress and egress to and from Westland Estates Ranchettes to Converse County Road No. 9, Converse County, Wyoming.

IN WITNESS WHEREOF, we have hereto set our hands this 31<sup>st</sup> day of August, 1975.

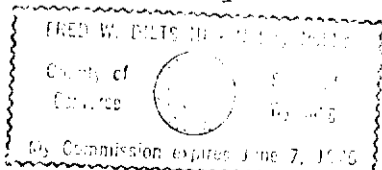
*Fred W. Dilts, Jr.*  
Fred W. Dilts, Jr. President

*Martha M. Knoll*  
Martha M. Knoll, Secretary

STATE OF WYOMING            )  
                                      )SS.  
COUNTY OF CONVERSE        )

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Witness my hand and official seal.



*[Signature]*  
Notary Public

My commission expires: \_\_\_\_\_