



DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned present owners of the Alaniz Wind River Estates Subdivision, being a part of the SE $\frac{1}{4}$ , Section 29, T.42 N., R.107 W., 6th P.M., Fremont County, Wyoming according to the recorded Plat thereof, and all lots are held subject to and with the benefit of the restrictions, conditions, covenants, charges, and agreement contained in the within Declaration of Protective Covenants, and do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by them shall be subject to the covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes.

2. LIMITED SUBDIVISIONS:

No lot, or part or parts thereof, shall be sold or subdivided into parcel or parcels containing less than 50% of the area of the smallest lot in the Subdivision.

3. NUISANCES:

No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the legal subdivision shall be created or permitted to exist; domestic pets must be so restrained that no interference will be caused to other adjoining properties. Waste water from irrigation shall be so controlled as to prevent annoyance, damage or injury to adjoining property.

4. TEMPORARY STRUCTURES:

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot or tract at any time as a residence, either temporarily or permanently, except for a lumber shed or shop during construction period. Camper trailers may be used on a temporary basis by the owner of a lot or tract before construction of a permanent dwelling, but no trailer will be allowed on a permanent basis.

5. LIVESTOCK AND POULTRY:

Animals, livestock, or poultry may be raised, bred, or kept on any lot or tract for pleasure purposes but not for commercial purposes.

6. GARBAGE AND REFUSE DISPOSAL:

No lot or tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, and each lot or tract owner will be responsible to keep the same in sanitary containers on said lot or tract and to ultimately dispose of the same.

7. SEWAGE DISPOSAL:

All sewage shall have to be provided by lot owners, in conformity with the regulations promulgated by the Wyoming State Health Department.

8. UTILITIES:

All utility lines serving said lots, including but not limited to, electrical, telephone, gas and cable TV distribution lines shall be constructed and installed underground. The owner of the lots or tracts will be responsible for the hookup charge for water, sewer, and other utilities servicing the individual lot or tracts.

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9. RIGHTS-OF-WAY AND EASEMENTS:

Each lot in the legal subdivision shall possess and shall be burdened by the following rights and easements held, possessed, and enforceable by all lot owners jointly and severally; The right to the free and uninterrupted passages of that amount of irrigation water to which each lot is entitled over, through and across adjacent lots over which such passage may be necessary from time to time. Easements and rights-of-way as may be reasonably necessary for installation, maintenance, and the repair of water, power and gas mains and lines, which shall be buried, or other installations as the same may now or in the future be installed or erected; provided nevertheless, that no such easement or right-of-way shall hinder, damage, or obstruct residential buildings constructed or in the process of construction at the time of such installation; provided further that the use of such easement and exercise of rights thereunder shall be conducted with due care in regard to the surface, and in the event the surface shall be damaged in installation, maintenance or repair, it shall be, upon completion of the work, restored to its original condition.

10. SIGNS:

No signs, billboards, or commercial advertising structures of any kind shall be displayed to the public view on any lot or tract except signs to advertise the property during the construction or sales period and thereafter one sign to advertise the property for sale.

11. WEED CONTROL:

Noxious weeds shall not be permitted to flourish unchecked, and each lot or tract owner shall be responsible for their control and eradication on his or her property.

12. LANDSCAPING:

All landscaping in the subdivision shall be planned with consideration to adjoining lot and tract owners and should conform to the general appearance of the subdivision.

13. FENCING:

All interior fencing, that is except the perimeter fencing of the Alaniz Wind River Estates Subdivision shall be of post and pole, buck and pole, post and plank construction, not over five (5) feet in height, except for patio fencing which may be up to seven (7) feet in height.

14. BUILDING SET-BACK:

No structure shall be located on any lot nearer than twenty-five (25) feet to any boundary or easement line of such lot or tract.

15. TERM:

These covenants are to run with the 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 automatically extend for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots or tracts has been recorded agreeing to change said covenants in whole or in part.

16. 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.

17. SEVERABILITY:

Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

Dated this 19<sup>TH</sup> day of MAY, 1987.

[Signature]  
Joe Alaniz

[Signature]  
June L. Alaniz

STATE OF WYOMING )  
                          ) S.S.  
COUNTY OF FREMONT )

The foregoing instrument was acknowledged before me this 19<sup>TH</sup> day of MAY, 1987 by Joe Alaniz and June L. Alaniz.  
Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires 10/2/87



Fremont County Wyo. No. 1093754  
Recorded 748  
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3:00 o'clock P.M. Alma         
County Clerk