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Register of Deeds

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PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting
Property of the Klondike Addition to the City of Buffalo, Wyoming

173-78

THIS DECLARATION, made this 7TH day of DECEMBER, 1977, by the KLONDIKE DEVELOPMENT CORPORATION, hereinafter called the "Declarant",

W I T N E S S E T H, That:

WHEREAS, Declarant is the owner of the real property described as the Klondike Addition to the City of Buffalo, Wyoming, according to the official plat thereof filed in the office of the County Clerk of Johnson County, Wyoming, and is desirous of subjecting said real property in the Klondike Addition to the City of Buffalo, Wyoming, to the restrictions, covenants, reservations, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Klondike Development Corporation hereby declares that the real property described in and referred to as the Klondike Addition to the City of Buffalo, Wyoming, according to the official plat thereof filed in the office of the County Clerk of Johnson County, Wyoming, is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements and charges hereinafter set forth.

1.

Definition of Terms

- A. Building Site shall mean any lot, or portion thereof, or any two or more contiguous lots or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.
- B. Corporation shall mean the Klondike Development Corporation.
- C. Lot shall mean any lot within the Klondike Addition to the City of Buffalo, Wyoming, as surveyed, platted and recorded in the office of the County Clerk of Johnson County, Wyoming.

2.

Area of Application

Fully-protected Residential Area. The residential area covenants shall apply to the Klondike Addition to the City of Buffalo, Wyoming, according to the official plat thereof filed in the office of the County Clerk of Johnson County, Wyoming.

3.

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 building site other than one and two unit attached or detached single-family dwellings, or two-unit attached townhouses or duplexes, not to exceed two and one-half stories in height and a private garage for not more than two cars.

4.

Architectural Control Committee

There is hereby established an Architectural Control Committee, composed of Herman J. Batenhorst, Richard W. Douglass and William Russell Peters. 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 full authority to designate a successor. Neither the Committee nor its representative shall be entitled to compensation for services performed pursuant to this covenant. No building shall be erected, placed or altered on any building lot, nor shall any wall, fence or other enclosure be located thereon until construction plans and specifications, including plot plan and roadways, have been submitted to and have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of design with surrounding structures, and location with respect to topography and grade. The Architectural Control Committee reserves the right to approve or disapprove exterior colors, fencing materials, location and height, roof style and materials. In the event the Committee, or its designated representative, fails to approve or disapprove the plans, specifications and plot plans within thirty (30) days after the same have been submitted to the Committee, and 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.

5.

Improvements and Alterations

A. No building, fence, wall, patio, pool, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior approval of the Architectural Committee.

B. Pursuant to its rulemaking power, the Architectural Committee shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement.

C. The Architectural Committee will require the submission of plans and specifications, including a plot plan which will indicate the location of buildings, fences and any other structure to be installed as well as the materials to be used.

D. The Architectural Committee shall have the right to refuse to approve any plans, specifications or grading plans which, in its opinion, are not suitable or desirable for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure; the proposed materials; the proposed site; and the effect of the building or other structure as planned on adjacent or neighboring property. All subsequent additions or alterations in any building or other structure shall be subject to the approval of the Architectural Committee. No changes in or deviations from such plans and specifications once approved shall be made without approval of the Architectural Committee.

(1) Roofing Materials and Colors. The use of asbestos, asphalt or composition shingles as a roof covering material has been determined to be unacceptable for use within the Klondike Addition.

It is the intent of the Declarant and the Architectural Committee to request the use of shake shingles, cedar shake shingles, resawn cedar shake shingles or roofing material of a similar exterior appearance. Further, the architectural theme and roof lines shall lean heavily toward the type of roof construction which will permit the use of the aforementioned materials.

(2) Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property within the Klondike, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee.

(3) Rubbish and Debris. Rubbish and debris should not be allowed to accumulate; the owner shall be responsible for the area immediately fronting his lot during the course of construction. Precautions shall be taken to preclude debris and other materials from being deposited on adjoining lots.

(4) Signs. No signs of a commercial nature shall be permitted within the Klondike. Excepting, however, the placement of a sign no larger than nine square feet (9') in size advertising for sale real estate within the Klondike. Signs for the purpose of identifying the Klondike, mail boxes, street signs and other general purpose signs shall not be considered of a commercial nature and shall be permitted.

(5) Parking. Areas for off-street parking are provided along the South side of Yukon Lane, at the South end of Sourdough Street, and the East side of Fullerton Place. The purpose of these off-street parking areas are to provide parking space to visitors and guests of residents of the Klondike. Property

owners and residents in the Klondike shall not occupy these parking areas with their private vehicles or other properties on a permanent basis. In addition, private driveways to each residence shall be installed sufficient to provide off-street parking for two (2) vehicles. No property owner or resident of the Klondike shall park their private vehicles along the streets and roadways of the Klondike in such a manner as to disrupt or interfere with traffic.

(6) Fences and/or Walls. Prior to the construction of any fence or wall, plans indicating materials to be used shall be submitted to the Architectural Committee for approval.

Property lines shall be verified prior to construction.

Fences shall be constructed exclusively of wood materials. The finish color of fences shall conform to the general theme of exterior finishes within the Klondike. Generally, colors shall consist of earth-tone finishes throughout.

The following fencing materials are specifically not permitted in accordance with the overall theme of the Klondike:

- (a) plastic;
- (b) bamboo;
- (c) corrugated metal; and
- (d) chain link.

No fence may exceed six feet (6') in height.

(7) Landscaping. The general theme of the Klondike as a Mountain View oriented neighborhood has set the stage for the following landscaping requirements:

(a) Each lot shall be landscaped with lawn and or dense ground cover. Trees, shrubs and hedges which are compatible with the landscape theme established and installed in the easements and open areas shall be encouraged of the lot owners. Proper maintenance of individual properties shall be the responsibility of the owner, including that portion of the lot under easements.

(b) Rocks and boulders, patios, sidewalks, railroad ties, posts, weathered wood and other landscaping materials may be used and are encouraged to supplement and create imaginative landscaping design. Rock gardens and terraced planting shall be encouraged where appropriate.

(c) The use of artificial statues and gravel yards shall not be permitted in any area which is visible from the streets.

E. It is not the intention of these Covenants to be unduly restrictive, but it is the intent and purpose to preserve the general appearance of the neighborhood.

6.

Easements

Easements for the installation and maintenance of utilities and services are reserved as shown on the recorded plat of the Klondike Addition to the City of Buffalo, Wyoming. Within these easements no structure or other material shall be placed in such a manner as to interfere with the installation and maintenance of utilities and services. The lot owner shall be responsible for upkeep and appearance of the area subject to the easements.

7.

Restrictions on Use

No noxious or offensive activity shall be carried on upon any lot, nor may anything be done which may be or may become a nuisance or annoyance to the neighborhood. No lot shall be used as a dumping ground of trash, rubbish or other waste, nor as a parking or storage area for abandoned or inoperative vehicles.

8.

Pets

No animals, livestock or poultry of any kind shall be raised, kept or bred upon any lot; except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

9.

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 Thirty (30) 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 whole or in part.

10.

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.

11.

Severability

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

IN WITNESS WHEREOF, for the purposes of establishing these Covenants, Conditions, Restrictions and Easements Affecting Property of the Klondike Addition to the City of Buffalo, Wyoming, the undersigned acting in behalf of the Klondike Development Corporation, a Wyoming corporation, have executed this Declaration this 7th day of ~~November~~ ^{December}, 1977.

KLONDIKE DEVELOPMENT CORPORATION

By Herman J. Petersen
Vice President

ATTEST:

Richard W. Douglas
Secretary/Treasurer

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by Herman J. Petersen ~~J. Petersen~~, President of KLONDIKE DEVELOPMENT CORPORATION, who did say that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Herman J. Petersen acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal.



Wilbert J. Petersen
Notary Public
Cathy Clark

COPY

AGREEMENT FOR MODIFICATION OF PROTECTIVE COVENANTS AND EASEMENTS

THIS AGREEMENT MADE and entered into this 7 day of November, 1978 between KLONDIKE DEVELOPMENT CORPORATION, a Wyoming corporation, Grantor; and JEAN P. MICHELENA and JEAN E. MICHELENA, husband and wife; G. CLARK LUPTON and NANCY P. LUPTON, husband and wife; RICHARD H. BOSWELL and VIRGINIA C. BOSWELL, husband and wife; RAY E. LAWRENCE and MARY E. LAWRENCE, husband and wife, all of the City of Buffalo, County of Johnson, State of Wyoming, Grantees.

WHEREAS, all parties hereto are owners of real property located in the Klondike Addition to the City of Buffalo, Wyoming; and

WHEREAS, the Grantor desires modification of the protective covenants filed on December 7, 1977, and the easement established in the original plat dedicated on June 2, 1977 and filed on August 5, 1977 in Book 2, Page 17 of Plats in the Klondike Addition to the City of Buffalo, Wyoming, to permit the construction of sidewalks and driveways for access to all lots within the Klondike Addition across easements dedicated to planting and utilities; and

WHEREAS, the Grantees acknowledge that it is, and was, the intent of Grantor that such open spaces for planting and utility easements should not restrict access to the real property which the Grantor owns within said Addition; and

- WHEREAS, Grantees own the following described property: Richard H. Boswell and Virginia C. Boswell: Lot Two, Block One of the Klondike Addition to the City of Buffalo, Wyoming; Ray E. Lawrence and Mary E. Lawrence: Lot Six, Block One of the Klondike Addition to the City of Buffalo, Wyoming; Jean P. Michelena and Jean E. Michelena: Lot One, Block Two of the Klondike Addition to the City of Buffalo, Wyoming; G. Clark Lupton and Nancy P. Lupton: Lot One, Block One of the Klondike Addition to the City of Buffalo, Wyoming.

and

40759

STATE OF WYOMING COUNTY OF JOHNSON This instrument was filed for record on Nov 17 1978 at 2:40 P. M., and was duly recorded in Book 260-20 167-76 fee \$ 10.00 Registrar of Deeds

The Grantor, Klondike Development Corporation, owns the following described property:

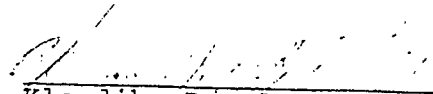
Lots 3, 4, 5 of Block One; Lots 2, 3, 4, 5, 6, 7 of Block 2; Lots 1, 2, 3 of Block 3; Lots 1, 2, 3, 4, 5, 6 of Block 4; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 of Block 5 of the Klondike Addition to the City of Buffalo, Wyoming.

WITNESSETH:

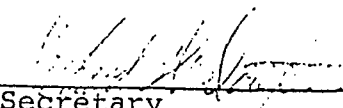
For and in consideration of the sum of One Dollar and other good and valuable consideration paid by the Grantor to the Grantees, receipt whereof is hereby acknowledged, all parties hereby consent and agree that the original restrictive covenants concerning the above-described property, contained in the Declaration dated December 7, 1977, and the Dedication of Easements, contained in the plat dated June 2, 1977 and recorded on August 5, 1977 in Book 2, Page 17 of Plats, be and the same hereby are, amended, changed and modified so that any owner of a lot in the Klondike Addition to the City of Buffalo, Wyoming, upon which easement or dedication exists reserving an area for planting and/or utility installation, may install a driveway and sidewalk across the easement or dedication, and will not be subject to penalty for violating the dedicated easement or breach of the covenants.

IN WITNESS WHEREOF, the parties have executed this agreement at Buffalo, Wyoming on the day and year first above written.

GRANTOR:

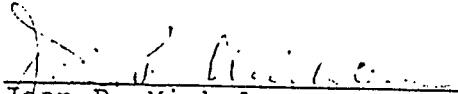

Klondike Development Corporation
By: Vice-President

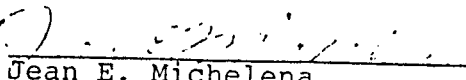
Attest:


Secretary

(Seal)

GRANTEES:


Jean P. Michelena


Jean E. Michelena

G. Clark Lupton

Nancy P. Lupton

Richard H. Boswell

Virginia C. Boswell

Ray E. Lawrence

Mary E. Lawrence

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing Agreement was acknowledged before me this ___ day of November, 1978 by Herman Batenhorst and Richard Douglass, Vice-President and Secretary, respectively of Klondike Development Corporation, saying that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Herman Batenhorst and Richard Douglass acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing Agreement was acknowledged before me this ___ day of November, 1978 by Jean P. Michelena and Jean E. Michelena, husband and wife, Grantees.

Witness my hand and official seal.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing Agreement was acknowledged before me
this 13 day of November, 1978 by G. Clark Lupton and Nancy P.
Lupton, husband and wife, Grantees.

Witness my hand and official seal.

Notary Public

My commission expires: 6 30 19

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing Agreement was acknowledged before me
this 16 day of November, 1978 by Richard H. Boswell and
Virginia C. Boswell, husband and wife, Grantees,

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing Agreement was acknowledged before me
this 17 day of November, 1978 by Ray E. Lawrence and Mary E.
Lawrence, husband and wife, Grantees.

Witness my hand and official seal.

Notary Public

My commission expires:

APPROVAL BY CITY

The above amendments to restrictive covenants and plat
easements was approved by the City Council of the City of
Buffalo, Wyoming on the day of , 1978.

Mayor

Attest:

City Clerk