

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, WILLIAM D. HEIN and CHARLOTTE D. HEIN, are the owners of all that certain property situate in Johnson County, Wyoming, State of Wyoming, known and described as Lots 1-8 of Block 70, Lots 1-4, 9 and 10 of Block 71 and Lot 1 of Block 76 of the North Burlington Resubdivision to the City of Buffalo, according to the plat and dedication of the Resubdivision of Block 70, 71 and 76 of the North Burlington Resubdivision duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds in and for Johnson County, State of Wyoming in Plat Book No. 2 at Page 99, on May 4, 1993; and,

WHEREAS, in order to insure the use and development of said property, to prevent the impairment of the attractiveness of said property, and to maintain property values therein, the undersigned desire hereby to make and impose upon a portion of said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned, William D. Hein and Charlotte D. Hein, do hereby and by these presents make, publish and declare and impose upon that portion of the real property situate and included within the aforementioned North Burlington Resubdivision to the City of Buffalo, Johnson County, Wyoming (hereafter referred to as "Addition") which is described below, the following restrictions and limitations.

ARTICLE I.

Governing the use and development of Lots 1-8 of Block 70, Lots 1-4, 9 and 10 of Block 71 and Lot 1 of Block 76 of the North Burlington Resubdivision to the City of Buffalo, Wyoming, inclusive; William D. Hein and Charlotte D. Hein do hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said lots are concerned and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of the specified lots, to-wit:

STATE OF WYOMING }
COUNTY OF JOHNSON } ss **011035**
This instrument was filed for record on May 4 1993
at 9:00 A. M., and was duly recorded in Book 86A-7 page
198-204 Fee \$ 18.00
By Richard B. Benhart Register of Deeds
Deputy

1.1 Such lots shall be used exclusively for residential purposes; no building or structure shall be erected, placed or be permitted to remain on any such lot other than one private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage.

1.2 No boarding or rooming house shall be permitted, nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon. No signs, billboards or advertising devices (except suitable signs used to facilitate the sale thereof) shall be erected, placed or be permitted to remain on any such lot.

1.3 No trailer, camper, basement, garage, outbuilding or any other structure of a temporary or mobile nature, shall be used thereon as a place of residence or habitation, either temporarily (except in the case of friends or relatives visiting a lot owner, provided that such temporary use does not extend more than 30 days in any calendar year) or permanently, and, except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper-trailer, mobile home, boat, tent, snowmobile, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any such lot except that a camper-trailer, boat or snowmobile trailer may be stored at the rear or side portion of any lot, provided that the same are not used for occupancy while stored, and do not extend forward of the front line of the house.

1.4 With respect to the improvements to be erected and situate on such lots the following, together with all other provisions hereof, shall govern:

- (a) No building shall be erected, placed or altered 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 finish grade elevation. Approval shall be as provided in paragraph 1.6.

- (b) No residence having a living area of less than 1,350 square feet, exclusive of garages, porches and patios, shall be located on any lot.
- (c) Yard fences may extend only from the rear of any lot along the lot boundary lines, including utility easements in the fenced portion, and from the lot boundary lines to the front of the house thereon and no part of any such fence shall be forward of the front elevation of any such house and there shall be no front yard fencing; where a house is turned on a corner lot, there shall be no fencing on either the street side or front of said house. Provided, however, that upon the approval of the Architectural Control Committee, a decorative fence not to exceed 36" in height may be erected in front of any house.
- (d) No structures shall be erected, altered, placed, or permitted to remain on the lots other than a one detached single-family residence not to exceed two stories in height, split-level, and two stories on a tri-level house, and a detached or attached private garage for not more than three cars. No detached radio or television aerial shall be permitted, and no aerial attached to any residence or garage shall have a height exceeding six feet (6') above the roof line of the residence or garage to which it is attached.
- (e) No structure shall be located on any lot in such a manner as shall not meet the minimum City of Buffalo set-back, front and side yard requirements. For the purposes thereof, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. All construction shall be new, and no used building shall be

moved from outside and placed on any such lot.

- (f) Except for fences which shall be constructed along the rear lot line, if at all, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- (g) No poultry, pigs or goats shall be raised, bred or kept on any such lot. No animals shall be raised, bred or kept for any commercial purposes. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to create any nuisance or disturbance within the subdivision and all lot owners shall comply with all municipal ordinances pertaining to animals.
- (h) No vehicle of a size larger than the now standard American manufactured car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, semi-trucks or trailers, campers, house trailers, buses, boat trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the streets or any of the front portions, driveways or other ways of access of or to any such lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.
- (i) No noxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or

nuisance to those owning property in the Addition.

1.5 The architectural control committee will be initially composed of William D. Hein and Charlotte D. Hein. At such time that lots are sold and transferred, not less than one (1) nor more than three (3) other owners of lots with the subdivision shall be added to the architectural control committee. 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 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.

1.6 The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (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. The failure of such representative to approve or disapprove does not relieve any proposed builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

1.7 Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Addition.

1.8 The construction of residential improvements on any such lots shall be completed not later than one year from and after the date upon which such construction was commenced; all such lots shall be landscaped and planted with grass or native grasses and trees or shrubbery of appropriate character and type within one year from and after construction of improvements on any such lot

has been completed.

1.9 The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless, by agreement of the then record owners of a majority of such lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period. These covenants may be changed, modified, amended, or abrogated in whole or in part during the initial or successive terms herein specified upon approval of seventy-five per cent (75%) of the then record owners of a majority of such lots.

1.10 In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned, William D. Hein and Charlotte D. Hein, or any person hereafter owning any such lot, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or attempt, or at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions.

ARTICLE II.

2.1 In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

2.2 the covenants herein contained shall be binding upon the undersigned, William D. Hein and Charlotte D. Hein, and upon their personal representatives, successors and assigns, as to any and all of the lots specified as being covered thereby, and are imposed upon as an obligation and charge against the land and lots specifically described for the benefit of the undersigned, William

D. Hein and Charlotte D. Hein, their personal representatives, successors and assigns, and for the benefit of the lands and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part of the specifically described lands.

2.3 The lands described herein are subject to a Declaration of Covenants and Restrictions dated November 16, 1964, recorded November 19, 1964 in Book 86A-8 of Miscellaneous Records, pages 77-81 of the Johnson County Clerk and Ex-Officio Register of Deeds which Declaration remains in full force and effect, and to the extent that such Declaration of Covenants and Restrictions conflicts with the provisions herein, the most restrictive covenant shall prevail.

IN WITNESS WHEREOF, William D. Hein and Charlotte D. Hein, have executed this instrument at Buffalo, Wyoming on the 27th day of April, 1993.

W.D. Hein
William D. Hein
Charlotte D. Hein
Charlotte D. Hein

STATE OF WYOMING)
County of Johnson) ss.
)

The foregoing instrument was acknowledged before me by William D. Hein and Charlotte D. Hein this 27th day of April, 1993.

Witness my hand and official seal.

My Commission expires:

