

INDEXED

**POWDER RIVER ADDITION & CUNNINGHAM ADDITION
BY
POWDER RIVER SUBDIVISION, LLC
DECLARATION OF PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, **POWDER RIVER SUBDIVISION, LLC**, "Developer", is the owner of all the certain property situate in Johnson County, State of Wyoming, known and described as:

- Block 1: Lots 1-12
- Block 2: Lots 2-12
- Cunningham Addition Block 1 Lot 2A, 2B, 2C, 2D

of the Powder River Addition to the Town of Kaycee, Wyoming, according to the official plat thereof as recorded with the Johnson County Clerk of Johnson County, Wyoming; and

WHEREAS, in order to ensure the beneficial use and development of said property, to prevent the impairment of attractiveness of said property, and to maintain property values therein; the undersigned hereby desires to make and impose upon said real property the restrictions and limitations hereafter set forth;

NOW, THEREFORE, for good and valuable consideration, the undersigned, **POWDER RIVER SUBDIVISION, LLC**, does hereby situate and include within the aforementioned **POWDER RIVER ADDITION** of the Town of Kaycee, Johnson County, Wyoming ("Addition") which is described below, the following covenants which shall run with the land, restrictions and limitations.

ARTICLE I.

POWDER RIVER SUBDIVISION, LLC, does 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 persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of the specified lots, to-wit:

1.1 **Residential Use.** Except for designated multi-family lots, all lots shall be used exclusively for residential purposes; no building or structure shall be erected, placed or 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. (Lots in Powder River Addition Block 1 Lot 1, 2, 3 and 4 and Cunningham Addition Block 1 Lot 2D are designated multi family, and as such may be developed as either single or multi family residences) All other lots, except for Lot 1 of Block 2, which may be used for a church, are for single-family residences only.

1.2 **Commercial Use Prohibited.** Except for Lot 1 of Block 2 of the Powder River Addition, which may be used as a church, no manufacturing, commercial, business or other enterprise, that generates traffic or parking conflicts, whether or not for profit, shall be operated, maintained or conducted on any such lot, except home businesses or occupations. Any such home business shall be completely enclosed in the home structure, shall not generate traffic or parking conflicts and shall have no sign or give notice of such business. No structure or any part hereof shall be used as a boarding or rooming house. No mineral extraction of any kind shall be conducted on any lot. No sign, billboard or advertising devices (except a suitable sign used to facilitate the sale thereof or a political sign for a period commencing 60 days prior to a primary or general election, limited to six square feet and a height not to exceed 3 feet) shall be erected, placed or permitted to remain on any lot.

STATE OF WYOMING } ss 038953
COUNTY OF JOHNSON }

This instrument was filed for record on 5-12-2005
at 4:50 P.M., and was duly returned to book 861 page
268-273 for \$ 23.00

by Wicki Edelman Register or Deeds
Deputy

1.3 **Vehicles and Temporary Structures.** No trailer, camper, garage, outbuilding, basement, or any other structure of a temporary or mobile nature, shall be used as a place of residence or habitation, either temporarily or permanently, except as the same may be customarily employed by contractors for and during construction of improvements thereon. A house trailer, camper-trailer, boat or snowmobile trailer may be stored at the rear or side of a lot, provided that the same are not used for occupancy while stored, do not extend forward of the front line of the house, and are placed on an approved surface. No abandoned vehicle shall be kept on any lot. The term "abandoned vehicle" shall include, but not be limited to, any inoperable or non-functional vehicle unless being actively repaired or restored within a garage or enclosed structure.

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

a. **Construction Standards: Foundations.** All homes constructed shall meet Uniform Building Code (UBC) standards as are in effect at the time of construction and all homes shall have:

- i. new construction;
- ii. set on concrete footing, poured concrete, concrete block walls or slabs;
- iii. a minimum 4:12 roof pitch;
- iv. premium siding materials such as brick, stone, hardi-board, painted or sealed wood, stucco or premium vinyl. Vinyl siding shall conform to or exceed ASTM Specification D 3679 (Specification for Rigid Poly (Vinyl Chloride) (PVC) Siding) and have a lifetime warranty.
- v. an attached garage

b. **Square Footage.** No single-family residence shall be constructed having a living area of less than 1,000 square feet. Two story and tri-level dwellings shall have a minimum of 1000 square feet of living area on the main level. Multi-family lots shall be minimum of 900 square feet of living area per dwelling unit. All square footages referred to above are exclusive of garages, porches, patios and decks.

c. **Appearance.**

- (i) It is the intent of these covenants that improvements shall be of an architectural style, color, character and use of materials consistent with the aesthetic character and development of other structures within the subdivision.
- (ii) In order to maintain this aesthetic character and to protect the property values for all present and future property owners within the development, both preliminary and final designs for homes, modifications and other improvements shall be reviewed and written approval by an Architectural Review Committee prior to beginning construction. (Fences and sheds are not subject to this review.)
- (iii) The Architectural Review Committee shall consist of no fewer than 3 persons and no more than 5 persons elected by a 51% majority of the lot owners. This committee shall be appointed commencing on the date of signing of these covenants, and thereafter on the annual anniversary date of these covenants.
- (iv) Developer shall have the right to appoint 3 of the above committee members until such time as 80% of the lots are sold.
- (v) Styles and tastes change over time and the lot owners shall have the discretion to modify and adopt new guidelines that adapt to changing life styles, architectural design and building materials that are consistent with the aesthetic character and development of the subdivision consistent with the modification provision in paragraph 2.3 of these covenants.

- d. **Fences.** Rear yard fences may extend only from the rear of any lot along lot boundary lines to the front of the house thereon. No part of any such back yard fence shall be forward of the front elevation of any such house and there shall be no front yard fencing except decorative fencing. If a house is turned on a corner lot, there shall be no fencing on either street side or on the front of said house beyond the side or front of said house except for decorative fencing; All rear yard fences may be constructed of 14 gauge galvanized mesh weld wire, cedar split rail, or vertical cedar (the greater of 2" less than 8" dog ear or flat), or vinyl. Height of back yard fences shall not 72" and back yard galvanized mesh weld wire fences shall not be more than 48". Optional fences may be erected near an entry or around patio areas, to a height not exceeding 6 feet to provide screening. Decorative front yard fences are permitted, however said decorative front yard fence shall not exceed 36" in height and may be of all permitted materials listed above except galvanized mesh fencing materials. All wood fences shall be treated to maintain their natural color. All fences must be kept in a neat and orderly fashion. All fences must be constructed within property owner's property lines.
- e. **Driveways.** Driveways to be concrete, blacktop or no less than 6 inches of gravel or similar material.
- f. **Height of Structure.** Residential structures shall not exceed two stories in height above grade. Private garages shall not be constructed for or contain more than three cars.
- g. **Aerials and Satellite Dishes.** No detached radio or television aerials shall be permitted. Aerials attached to any residence or garage shall have a height not exceeding six feet (6') above the roofline of the residence or garage to which it is attached. 18" mini dish will be acceptable. All satellite dishes will be in the rear of the residence.
- h. **Utilities.** No overhead wires to outbuildings shall be allowed. All utilities shall be underground. Electric meters to be mounted on house or pedestals must be erected adjacent to house. Except for fences, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities within the dedicated easement. Repair of driveways damaged due to the necessity to install, repair or maintain utilities within the utility easements shall be at lot owner's expense.
- i. **City Code Requirements.** All structures shall be located on any lot to comply with Town of Kaycee front, side and rear setback requirements. This includes a minimum 10-foot set back from rear property lines and a minimum side set back of 5 feet.
- j. **Maintenance of property owned by Town of Kaycee** The town of Kaycee owns the property from the front lot line of each lot to the curb, approximately 15 feet. Each lot owner is responsible for maintaining the appearance of this area (from the front property line to the street curb) to the same standards as described in paragraph 1.4 (p).
- k. **Pets: Livestock.** No animal, 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. A limit of four (4) domestic pets may be kept. No pets shall run at large. No dangerous pets or other animals may be kept or raised or permitted on any lot.

Dogs must be kept in a fenced back yard or in a dog run.

- l. **Outbuildings.** Sheds or outbuildings shall be constructed of similar materials and color as the house. Any outbuildings larger than 10 x 12 feet shall be subject to review by the Architectural Review Committee per paragraph 1.4 of these covenants.
- m. **Vehicles-Parking.** No vehicle of a size larger than the standard American car or pickup, and no vehicle with 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, camper, house trailers, buses, boats, and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers) shall be parked on the street 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 36 hours in a 30 day period. The foregoing enumeration of specific vehicle types is not intended to be exclusive, but only illustrative. Non resident or noncommercial vehicles or out of town registration may be parked in driveways for a period not to exceed 14 days in a 3 month period. At no time shall any vehicle parking create a traffic or parking nuisance.
- n. **Offensive Activities.** 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. No trash or refuse shall be allowed to collect on any lot. No burning of trash or refuse shall be permitted.
- o. **Storage of Building Materials.** No building material shall be stored on a lot more than sixty (60) days prior to planned construction start and shall be removed from said lot within sixty (60) days after completion of construction.
- p. **Maintenance of Improvements and Landscaping.** All improvements and landscape must be maintained at all times. All lawns shall be mowed on a regular basis and watered to maintain a pleasing appearance. Unimproved lots shall be maintained and no noxious weeds, grass or other unhealthy growth shall be permitted thereon. Any owner may permit the growth of natural grasses on an unimproved lot which are not offensive to other lots in the subdivision. Lot owners should be aware of ordinances of the Town of Kaycee containing regulations regarding the maintenance of improved and unimproved lots.

1.5 **Completion of Improvements.** The construction of residential improvements on any 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 and trees or shrubbery of appropriate character and type within one year from and after construction of any improvements on any such lot has been completed. It is the intent of these covenants that improvements shall be of an architectural style, color, character and use of materials consistent with other structures within the subdivision. The developer recognizes that styles and tastes change over time and the developer shall have the discretion to modify and adopt new guidelines that adapt to changing life styles, architectural design and building materials that are consistent with the aesthetic character and development of the subdivision. Owners cannot move into the homes built on such lots until project is completed.

1.6 **Terms and Renewal.** The covenants herein contained shall remain in full force and effect until the anniversary date in the year 2020 and shall remain in full force and effect thereafter for successive ten (10 year periods).

1.7 **Violation of Law, Ordinance or Regulation.** No owner shall perform any act or construct any improvements that are in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the lots. Any use of or activity which is a violation of applicable zoning codes, building codes or other laws and regulations shall not be permitted.

1.8 **Enforcement.** In a event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned, **Powder River Subdivision, LLC**, or any lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and to recover damages for such violation or attempted violation, or at its or their option, to obtain injunctive damages for such violation or attempted violation, or at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions. The developer or any lot owner successful in enforcing any violation or attempted violation shall be entitled to recover reasonable attorney's fees, costs and expenses.

1.9 **Exceptions.** Case by case exceptions to these covenants may be granted by the written consent of a fifty (50) percent majority of the lot owners. Property setback exceptions shall only require the consent of the Town Council of the City of Kaycee and not the consent of the lot owners.

ARTICLE II.

2.1 **Partial Invalidity.** 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.

2.2 **Covenants Binding the Land.** The covenants herein contained shall be binding upon the undersigned, **Powder River Subdivision, LLC**, and upon all its 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, **Powder River Subdivision, LLC** and upon all its successors and assigns, and for the benefit of the lands and those persons and parties who shall hereafter succeed to otherwise acquire title to or an interest in any part of the specifically described lands, their heirs, personal representatives, successors and assigns.

2.3 **Modification.** The terms and provisions of these covenants can be changed, modified, or abrogated in whole or in parts, at any time by written declaration signed by the owners of a 75% majority of the lots and filed with the Johnson County Clerk.

2.4 **Headings.** The headings herein are descriptive only and are not a substantive part of the covenants herein.

2.5 **Applicable Law.** These covenants shall be interpreted in accordance with the laws of the State of Wyoming.

DATED this 12 day of May, 2005.

Powder River Subdivision, LLC

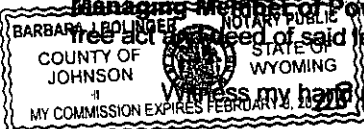
By *Gregory A. Cunningham*
GREGORY CUNNINGHAM
Managing Member

STATE OF WYOMING)

County of Johnson)

) ss.
)

The foregoing instrument was acknowledged before me by **GREGORY CUNNINGHAM, Managing Member of Powder River Subdivision, LLC**, who acknowledged said instrument to be the act and deed of said legal entity, this 12th day of May, 2005



Witness my hand and official seal.

My Commission Expires: 2-9-08

Barbara Belinger
Notary Public