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L. D. Paulish
JOHNSON COUNTY CLERK \$ 20.00
DEPUTY

Village West Estates Subdivision

SUBDIVIDER/DECLARANT: **Burton Enterprises, Inc. of
Buffalo, Wyoming**

**DECLARATION OF PROTECTIVE COVENANTS FOR
VILLAGE WEST ESTATES SUBDIVISION**

Buffalo, Wyoming

THIS DECLARATION, made this day by Burton Enterprises, Inc., with principal offices at Buffalo, Wyoming, hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in the Subdivision known as **VILLAGE WEST ESTATES SUBDIVISION** which is platted and of record in Drawer No. _____ Plat No. _____ in the office of the County Clerk and Ex-Officio Register of Deeds of Buffalo County Wyoming, said Subdivision Plat is by reference being specifically made a part hereof in all respects, as if fully set out herein; and

WHEREAS, the Declarant intends to sell all of the Lots, tracts and parcels of land contained in said **VILLAGE WEST ESTATES SUBDIVISION**.

NOW, THEREFORE, all of the lands in the Village West Estates Subdivision shall be held, transferred, sold or conveyed by Declarant, or by Declarant contracted to be sold, subject to the conditions, restrictions, reservations and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants each and all of which is and are for the benefit of said property and for each owner of land therein, and shall inure and pass with said property, and each and every parcel of land therein, and shall apply to and bind the successors in interest of said owner thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property. It is the intent of these protective covenants that each individual Lot owner shall have proper standing for the enforcement of the restrictions contained herein.

1. **Designation of Lots.** All Lots in said Subdivision shall be known and described as single family residential Lots and will be restricted by all the covenants contained herein. All Lots

shall be used solely for residential purposes. No business activity of any kind or nature shall be carried on in any of the homes or any other structures constructed on any Lot. No Lot may be further subdivided.

2. **Structures.** Each Lot may contain one single family home, which must contain at least 720 square feet of living space. Each Lot may contain one garage, which may not exceed 600 square feet. Each Lot may contain one storage shed, which may not exceed 200 square feet. The garage and shed shall not exceed one story in height and the single family home shall not exceed two stories in height. No other structures shall be erected, altered, placed, or permitted to remain on any Lot.

3. **Temporary Structures.** No structure of a temporary character, including but not limited to trailers, basements, tents, shacks, garages, barns, RVs, or other outbuildings shall be used on any Lot for any temporary purpose. No building material shall be stored on any Lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

4. **Construction.** All Lot owners must maintain the entire property at all times prior to construction. Such maintenance shall include but not be limited to keeping the property mowed and free of debris. All exterior construction of any structure, including grading and seeding, must be completed before occupancy, and within 90 days (120 days for site-built structures) from the time of commencement of construction. This time limit may be extended due to unusual weather conditions. All mobile homes, and manufactured homes must be skirted within 30 days of placement on a Lot.

5. **Structure Quality.** All structures on the Lots shall meet all building and zoning codes as adopted by the City of Buffalo. All structures built or placed on the Lots shall be constructed in a professional-like manner, so as to protect the value and desirability of the Lots.

All structures shall be properly roofed, sided, and skirted, with materials that are customarily used for these purposes. Skirting material to be used shall be vinyl, matched siding, or material specifically manufactured for skirting.

All structures shall be maintained in neat and proper condition at all times, including but not limited to painting, repairing, and replacing any items on the structures. Materials used on the structures shall have a non-reflective (non-glossy) finish.

6. **Nuisances.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the

neighborhood. No Lot shall be maintained in such a way that it becomes a distraction or affects the value of any other Lot. The discharge of firearms on any part of the subdivision is specifically prohibited.

7. **Maintenance of Lots.** All Lots shall be landscaped with grass, decorative stone, or mulch. All driveways and parking areas shall consist of a minimum of 4" of road base gravel. The lots shall contain no bare dirt areas. All grass area shall be kept cut and trimmed to maintain a neat appearance at least bi-weekly, and grass areas shall be kept watered and fertilized to promote growth. Stone and gravel areas are to be kept weed and grass free.

No portion of the property shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, and other wastes, or equipment. All wastes shall be kept in sanitary containers. Any equipment storage must be kept in the garage/storage sheds.

All Lots shall be maintained at all times to be kept free from any accumulations of debris including but not limited to garbage, junk, yard or animal wastes, wood, scrap metal, building materials, appliances, furniture or any other unsightly items such as vehicles or trailers in poor condition unless stored in a shed or garage. Owners of Lots having utility and/or access easements, as shown on the Subdivision Plat for this subdivision, shall maintain such easements free of any structures, trees, fences, and shrubs and any other items that would inhibit the use of the easement.

8. **Fencing.** All fencing on the Lots shall be of vertical cedar board type, equivalent board type, or chain link, and shall be constructed in a professional-like manner. Only material that is specifically manufactured for fencing shall be used. No fence shall exceed 6 feet in height. No fence shall be constructed on any easement right of way. No barbed wire, smooth wire, electrical wire, chicken wire or woven wire with metal stakes may be used on any Lot.

9. **Animals.** No animals shall be kept on any Lot within the Subdivision, with the exception of (2) dogs or (2) cats or one each per Lot. All pets shall be controlled by the owners so that they shall not become public nuisances, this includes but is not necessarily limited to excessive barking, vicious activity, or running at large. No pets may be kept, bred or raised for commercial purposes. No pet shall be allowed to remain at large or run at large within the Subdivision. Animals should be kept within the fenced area of the Lot. Animals may not be tied up. Animal waste must be cleaned up on a regular basis to prevent accumulation. Animals shall not be allowed to ruin yard area by digging holes or destroying grass. Lot owners may construct a specifically manufactured dog run not to exceed 100 square feet, however, the dog run shall not be placed on bare dirt.

10. **Vehicles.** All vehicles are to be parked on driveway areas or in the shed or garage. All vehicles parked outside of a garage or storage shed are to have current registration. No vehicle is to be parked in such a manner as to disrupt mail delivery or garbage pick up. No vehicle maintenance will be allowed outside of a garage for more than a 24 hour period. No vehicle may be left on any supports or jacks. No heavy trucks, trailers, or bus type motor homes are allowed on any Lot.

11. **Signs.** One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, may be permitted on each Lot. No other signs or signage other than address numbers shall be allowed. No homemade signs are allowed.

12. **Amendment.** These covenants may be amended or altered upon the written approval of seventy-five percent of the Lot owners in **Village West Estates Subdivision**. Each Lot shall be considered to have one owner for purposes of this paragraph. Each Lot shall count as one vote. Any such amendments or alterations shall be binding on all the Lots located within the subdivision and shall be recorded with the Johnson County Clerk.

13. **Duration.** 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 be automatically extended for successive period of ten (10) years unless an instrument agreeing to change said covenants in whole or in part has been signed by seventy-five percent (75%) of the then owners of the Lots and recorded. Each Lot shall be considered to have one owner for the purposes of this paragraph. Each Lot shall count as one vote.

14. **Severability.** In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

15. **Enforcement.** The covenants and restrictions herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them agree and covenant with the owners of said property, their successors and assigns to conform to said covenants and restrictions. The purchase of any of the subject property is taken as an assent to be bound by these covenants and restrictions during the period of ownership and to abide hereby. The owner of any of the lots shall have the right to sue for and obtain injunction to prevent the breach of or to enforce observance of the covenants and restrictions herein set forth, in addition to ordinary

legal action for damages. The failure of Declarant or of the owner of any of the other lots hereby restricted to enforce any of the covenants and restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any violation. Reasonable attorney fees to the prevailing party shall be recovered as required in any proceeding either to enjoin violation of the covenants and restrictions set forth herein or to recover damages resulting from such violation. The violation of these covenants and restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Protective Covenants for Village West Estates Subdivision" this 28TH day of AUGUST, 2003.

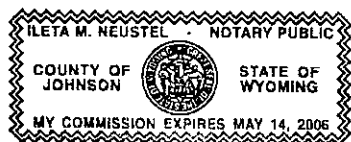
Burton Enterprises, Inc.

By: [Signature]
Ken Burton, President

STATE OF WYOMING)
County of JOHNSON) : ss.

The foregoing instrument was acknowledged before me this 28TH day of AUGUST, 2003, by Ken Burton as President of Burton Enterprises, Inc.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires: 5/14/2006

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**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR VILLAGE WEST ESTATES SUBDIVISION,
BUFFALO, WYOMING**

This First Amendment to Declaration of Protective Covenants is made effective this 9th day of October, 2003, by the owner of lots within the Village West Estates Subdivision.

WITNESSETH:

WHEREAS, a Declaration of Protective Covenants for Village West Estates Subdivision dated August 28, 2003, was recorded August 29, 2003, in Book 86A56 of Miscellaneous, Page 323-327 in the Office of the Johnson County Clerk, Johnson County, Wyoming.

WHEREAS, the lots in the Village West Estates Subdivision are now owned solely by Burton Construction, Inc., a Wyoming corporation, and

WHEREAS, said covenants provide that the protective covenants for the Village West Estates Subdivision may be amended or altered upon written approval of the owners of seventy-five percent (75%) of the lots within the subdivision, and

WHEREAS, more than seventy-five percent (75%) of the owners of lots within Village West Estates Subdivision have voted for and approved the following first amendment to the protective covenants for Village West Estates Subdivision, Buffalo, Wyoming.

NOW, THEREFORE, paragraph 9 of the protective covenants of Village West Estates Subdivision, Buffalo, Wyoming, is hereby amended to provide as follows:

9. **Animals.** No animals shall be kept on any lot within the subdivision, with the exception of two dogs or two cats or one each per lot. However, this paragraph shall not restrict the keeping of animals solely within the confines of a residence, provided that the animals are not and do not at any time become a nuisance. All pets shall be controlled by the owners so that they shall not become public nuisances, this includes but is not necessarily limited to excessive barking, vicious activity, or running at large. No pets may be kept, bred or raised for commercial purposes. No pet shall be allowed to remain at large or run at large within the Subdivision. Animals should be kept within the fenced area of the Lot. Animals may not be tied up. Animal waste must be cleaned up on a regular basis to prevent accumulation. Animals shall not be allowed to ruin yard area by digging holes or destroying grass. Lot owners may construct a specifically manufactured dog run not to exceed 100 square feet, however, the dog run shall not be placed on bare dirt.

All other provisions of the Declaration of Protective Covenants for the Village West Estates Subdivision not in conflict with the provisions hereinabove set forth, shall remain in full force and effects.

Dated effectively this 9th day of October, 2003.

**Burton Construction, Inc.,
a Wyoming corporation**

By: Ken Burton
Ken Burton, President

STATE OF WYOMING }
COUNTY OF JOHNSON } ss

019474

The instrument was filed for record on 10-9-03
at 12:30 M. and was duly recorded in Book 86A56 Page
452-453. Fee \$ 11.00

by Jane Carr Register or Deeds
Deputy

STATE OF WYOMING)
) ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 9th day of October, 2003, by Ken Burton, President of Burton Construction, Inc., a Wyoming corporation.

Witness my hand and official seal.

Jane CaruDeputy
Notary Public
My Commission Expires: 1-1-07