

Fred's
40's

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Charles A. Frederick, Mable F. Frederick, Douglas Frederick, Barbara Frederick, Richard Frederick, and Lucinda Frederick, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property near the Town of Guernsey, County of Platte, State of Wyoming, which is more particularly described as:

S1/2 of Section 25, and S1/2N1/2 of Section 25, Township 26N,
Range 66W, Platte County, State of Wyoming.

The above described parcel of land contains 480 acres, more or less, and are now owned and held, subject to all the restrictions, conditions, covenants, charges, and agreements contained in the within Declaration of Protective Covenants, and Charles A. Frederick, Mable F. Frederick, Douglas Frederick, Barbara Frederick, Richard Frederick, and Lucinda Frederick, being the owners of all of said property, do hereby covenant and agree that any subsequent grants of any of said property shall be made subject to the following covenants and restrictions:

1. All lots will be restricted to the covenants herin contained. It is intended that lots shall be used and occupied as small ranches or ranchettes, and that the owners will have full enjoyment of these small ranches or ranchettes, subject, however, to the covenants contained herein.

2. No structure other than one private, single family dwelling, together with a private garage and no more than two suitable barns sheds, or outbuildings for livestock, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any of the lots. No lot shall consist of less than ten acres. The limit of livestock units will be governed by the Planning and Zoning Regulations.

3. The principal dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage, of one thousand (1,000) square feet, except that where the said principal dwelling is a 1-1/2 or 2-story dwelling, the minimum may be reduced to eight hundred (800) square feet of ground floor area, providing that the total living area of the 1-1/2 or 2-stories is not less than one thousand, two hundred (1,200) square feet.

4. All buildings, constructed on any lot in the above described properties shall be constructed in a good and workmanlike manner and kept in proper repair. The outside construction of all buildings and structures must be totally enclosed and completed within 1.5 years of commencement of such construction, and all excess materials and construction debris shall be promptly removed.

5. No mobile home or trailer house or any other structure not designed to be placed upon a permanent perimeter concrete foundation shall be allowed or set up on the above described properties.

6. All buildings and structures erected or constructed upon any of the lots in the above described properties shall be of new construction. No old buildings shall be moved on to any lot.

7. No basement, tent, shack, garage, barn, or other outbuilding erected on any lot in the above described properties shall at any time be used as a permanent residence, and shall be allowed temporarily only when permanent residence is under construction. All residences shall be finished prior to occupancy.

8. No building or attached structure shall be located on any lot nearer than sixty (60) feet from the lot line of said lot adjoining any roadway or other property line. No septic tank or field system shall be located on any lot nearer than sixty (60) feet from the lot line of said lot adjoining any roadway or other property line.

9. No business or activity of a noxious nature may be conducted upon any lot in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors.

10. Sewage shall be disposed of only by and through a septic system of adequate dimension and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the county and state, and no sewage, waste, water, trash, garbage, or other debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any lot in the subdivision. All outside toilet facilities must be a part of the residence or garage and shall be of a modern flush-type and connected with a proper septic tank system.

11. No person, owning any lot in the above described properties shall keep, maintain, or allow to be kept on said lot any vehicles in disrepair or without current licenses, any scrap iron or materials saved for future use, or any refuse or junk. Trash, garbage, or other waste shall not be kept except in sanitary containers; all incinerators or

other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view of roadways.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than twenty (20) square feet and not to exceed ten (10) foot in height.

13. Easements and rights of way are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water, or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair. The right of ingress and egress for the purpose of further construction shall be restricted to roadways and property lines, where possible.

14. The owner of any lot in the above described properties shall have the right to enforce, by any proceeding at law or in equity, all restrictions and conditions imposed by the provisions of this declaration. The failure of any owner to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. These covenants are to run with the land and shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, 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.

16. Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated the _____ day of _____, 1998.

Charles A. Frederick

Mable F. Frederick

Douglas Frederick

Barbara Frederick

Richard Frederick