

ENTRY NUMBER 50

STATE OF WYOMING 1:50
COUNTY OF GOSHEN u
FILED* 5-8, 1975
RECORDED BOOK 381 PAGE 51

DECLARATION OF PROTECTIVE COVENANTS
PV ESTATES

BOOKED
INDEXED ✓
ABSTRACTED
Goshen County

William L. McKenna and Violet C. McKenna, husband and wife, of the County of Goshen, State of Wyoming are the present owners of all of PV Estates, Goshen County, Wyoming, according to the recorded plat thereof. Said William L. McKenna and Violet McKenna, husband and wife, covenant and agree with the persons, firms and corporations who may from time to time hereafter purchase any lot in said PV Estates, and with the successors in title of said persons, firms and corporations, that said title is held subject to and with all the benefits of the restrictions, conditions, covenants, charges and agreements herein contained, and said restrictions, conditions, covenants, charges and agreements are made covenants running with the land in favor of each and all of the future owners of the land in said PV Estates, and every ownership of lands in said PV Estates shall be subject to the following covenants and Restrictitons, to-wit:

I
PROPERTY SUBJECT TO THIS DECLARATION
OF PROTECTIVE COVENANTS

1. The real property which is and shall be conveyed, transferred, occupied and sold, subject to the conditions, as set forth in the various clauses and covenants of this Declaration is located in the County of Goshen, State of Wyoming, and is more particularly described as follows:

Beginning at a point which is North, a distance of 215.0' Feet from the Southeast corner of the SW 1/4 SE 1/4, Section 6, T24N, R61W; thence North, a distance of 1105 feet; thence N89o 52'W, a distance of 468.0 feet; thence South, a distance of 1105.0 feet; thence S89o 52'E, a distance of 468.0 feet to the point of beginning, containing 11.88 acres more or less.

II
GENERAL PURPOSES AND CONDITIONS

1. The real property described in Article I hereof is subject to the conditions, restrictions, regulations, reservations and easements hereby declared to insure the best use and most appropriate development and improvement of each residential tract and to protect the owners of tracts against improper use of surrounding tracts, as such use will depreciate the value of the property, and in addition thereto to preserve, insofar as is practical, the natural beauty of such property, and to provide for the highest and best use and development of said properties, and to encourage and secure the orderly development and the uniform plan for the development for the whole of the said real property hereinbefore described. The conditions, restrictions, regulations, reservations and easements hereinafter set forth are imposed separately upon the hereinabove described property designated as residential lots.

2. Said property shall be improved only by the erection of private dwellings or residences constructed of new materials, together with a garage which may be attached or detached from said dwelling; no old buildings, whether intended for use in whole or part as the main residential structure or for use as a garage or other buildings, shall be moved upon said premises. Each Resident unit shall be occupied by a single family, their household guests or servants and

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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

3. No dwelling or building shall be located on any residential plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line, nor nearer than 5 feet from any side lot line.

4. No trees are to be planted nearer than 15 feet to any easement line. No trees or plantings or structures shall be allowed which would obstruct the view of vehicular traffic at any corner lot.

5. The ground floor area of the main dwelling, exclusive of open porches and garages, shall not be less than 600 square feet in the case of one story dwellings.

6. Easement is reserved, as shown by the recorded plat, on each lot for utility installation and maintenance.

7. Any and all structures may be placed or erected on said real property, only with the prior written approval of the Board of Governors for the PV Estates Association.

8. No animals, birds, or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined in cages, and all dogs shall be strictly controlled at all times by their owners.

9. No sewage disposal systems, sanitary systems, cesspools or septic tanks shall be constructed, altered or used anywhere on said property. Any sewage disposal must be connected to the sewer system serving the PV Estates. The Public Health laws of the State of Wyoming shall be strictly adhered to by occupants of the above described real property and violation of such laws shall be enforceable under the enforcement provisions hereinafter set forth.

10. Garbage containers shall be sunk in the ground to a depth equal to the heights of the containers, and covered or kept in a suitable enclosure which would prevent the containers from being knocked over or gotten into by any domestic animals.

11. The property shall be used for rural residential purposes, and no commercial business, commercial livestock yards, or feed lots, wrecking yards, storage yards, stores, gas stations, or the like shall be allowed to be located thereon, but the lands may be used for small vegetable gardens for the owner's use, and no dumps, commercial dog farms, trash, junk or junked cars or unlicensed vehicles shall be maintained upon the property nor shall any noxious or offensive activities be permitted to be done on said lands which are a nuisance or might become a nuisance, as determined by the Board of Governors of the PV Estates Association, to the owner or owners of any of the said described lands.

12. Residences built from the date hereof shall be on a foundation and no old buildings or old houses shall be moved upon the property.

13. The owner of each tract shall control the weeds and all noxious plants on his tract, provided, however, that he shall not use poison harmful to humans or animals and the enjoyment of the occupants of said property.

14. No hunting of, shooting at or harassing of birds, animals or any wildlife will be permitted.

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15. The exterior construction of any structure on private building sites must be completed (including all finishing work) within twelve (12) months from the date of commencement of said construction.

16. Each building site owner must assume the burden of supplying and developing water for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules established by developer not inconsistent with such rules and regulations of the public agency or with provisions of this Declaration of Restrictions.

17. The owners of two or more building lots may join together in the installation and maintenance of domestic water supply facilities for their joint use, so long as all applicable rules and regulations of any public agency in addition to written approval by the developer.

18. There shall be no incineration or burning of garbage, trash, or other waste or debris on any building lot. All such waste material, except that which may be cleanly and efficiently disposed of through the use of sanitary sewer systems shall be hauled for disposition to a designated area or shall be disposed of in such other manner as may be designated by the Board of Governors of PV Estates Association.

19. No building for residential use shall exceed thirty five (35) feet to the top line of the roof joist from average grade at side elevation.

20. No structure(s) shall be erected, placed, or altered on this property until the building plans, specifications and plot of plan showing the location of such structure(s) has been approved in writing as to conformity and harmony of external design with existing structures in the neighborhood, and as to location of the structure(s) with respect to topography and finished ground level by a committee composed of the Board of Governors of the PV Estates Association. In the event that the said Board of Governors fails to approve or disapprove such design and location within 60 days after said plans have been submitted to it by a written registered letter, such approval will not be required and this covenant shall be deemed to have been fully complied with.

21. The invalidating of any one of the covenants or agreements contained herein by a judgment or a Court order or by law shall in no wise affect any of the other provisions which shall remain in full force and effect.

22. These restrictions, conditions and limitations shall run with the land and shall be binding upon the present owners and all subsequent owners of any portion of the area included within the aforesaid plat. The grantee of any portion of said property covenants and agrees by the acceptance of a conveyance, faithfully to observe and comply with the said restrictions, conditions, and limitations applicable thereto.

23. Any provisions herein may be enforced by any owner of any portion of the area included within the plat, or by the developer, or by the Board of Governors of the PV Estates Association, either by an action for damages arising out of a violation, or by an action to restrain continuing violation or in any other manner permitted by law. In any action of any for the enforcement of these restrictions, if the relief paid for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including attorney's fees.

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III OWNERS' ASSOCIATION

There shall be formed an Owners' Association for the purpose of developing and operating the Subdivision. All owners of real property in the Subdivision shall be members of such Owners' Association and be governed by its Agreements. The Association shall have the authority to make charges and assessments to the members as are reasonable necessary to carry out its functions and duties. Each individual owner, unless otherwise provided in the Association Agreement, has equal voice in the operation of the Subdivision. The Association shall have the power to levy assessments, which assessments shall be in two classes: Capital Assessments and Operating Assessments.

Such assessments may be levied by the Board of Governors of the Association against any parts of real property in the Subdivision. Assessments shall be billed on a monthly basis and notice of the same shall be transmitted to each property owner on or before the 1st day of each month. All assessments become due three (3) days after the date of mailing. The Association has the authority to impose reasonable charges for interest and penalties for overdue payments. Unpaid Assessments, upon notice thereof being duly filed of record, shall be liened against the parcel of real property against which the unpaid assessment was made. Such a lien may be foreclosed upon in a like manner as a mortgage on real property, with foreclosure proceedings, and may include the additional cost of Court costs and reasonable attorney's fees.

(a) The covenants and conditions herein contained are to run with the land and shall be binding upon all of the parties owning the land and their heirs, successors and assigns perpetually unless changed or amended by two-thirds (2/3) of the then owners of the real property owning at least one-half (1/2) of the property.

(b) These covenants may be changed in whole or in part by a two-thirds (2/3) majority of the then owners of the property owning at least one-half (1/2) of the said property, which change or Amendment shall be recorded with the Clerk and Recorder of Goshen County, Wyoming.

(c) These covenants, provisions and restrictions may be enforced by any legal or equitable owner of any of the property hereinbefore described by proceedings at law or equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation or to recover damages, and in the event an action is brought by such person, such person shall be entitled in addition, to reasonable attorney's fees to be set by the Court.

(d) The Owners' Association shall have the authority and obligations to maintain the sewer system, lagoon, parks which may be designated in its Agreement, and any other improvement.

Michael E. Waver

William L. McKenna

Violet C. McKenna

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