

Declaration of Protective Covenants, Conditions, Restrictions and Easements for Sweetgrass Subdivision

The hereafter set forth restrictions upon the use of land shall apply to the Sweetgrass Subdivision Lots 2,3,4 and 5.

A parcel of land located in Lot 1 of Section 6, Township 33 North, Range 99 West, and the SE1/4 SE1/4 of Section 31, Township 34 North, Range 99 West, 6th P.M.

The purpose of these covenants is to preserve, perpetuate and maintain the above described lands in a manner that is desirable and suitable in appearance for residential purposes in accordance and consistent with the following, to wit:

1. No lot shall be used except for a single-family private dwelling house for private residential purposes. The term “dwelling house” shall not include mobile homes or modular homes of any variety, regardless of whether placed on a permanent foundation or not. Multiple family dwellings of any nature shall not be permitted on any land within the subdivision.
2. No building or structure shall be erected on any lot nearer than (50) feet to any boundary or easement line of such said lot. For the purpose of this covenant, no building shall be erected, altered, placed, or permitted to remain on any residential lot or tract other than: (1) one detached single family dwelling, not to exceed thirty (30) feet in height above the high ground level. (2) a private garage either attached or detached. (3) and other outbuildings such as barns or storage buildings and horse corrals.
3. All electrical, telephone, gas, cable TV distribution lines shall be constructed and installed underground. No outside electrical lines shall be placed overhead. Antennas for the transmission or reception of radio, television, microwaves, or other electric signals, whether attached to any building or not shall not exceed twenty-five (25) feet as measured from the top of the antenna to adjacent ground level. Satellite dish, which shall not exceed twenty-four (24) inches in diameter, may be attached to the exterior of the residence. The owners of the lots will be responsible for the hookup charges for water, sewer and other utilities servicing the individual lots.
4. The occupant of any lot within the subdivision shall maintain the exterior of all buildings on the lot in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted or refinished periodically and before the surface becomes weather beaten or worn off. In the event, any structure is destroyed, either wholly or partially by the wind, by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained

herein, or all remaining portions of the structure, including the foundation, and all debris, shall be promptly removed from the property.

5. Various irrigation ditches may traverse the subdivided lots. There are reserved rights-of-way for such irrigation ditches and waste water ditches, together with the right to enter upon the premises for repair and maintenance of the same. Each owner shall be responsible for the proper application and use of irrigation water upon his premises and for the disposal of waste water therefrom. No building or other facility permitted by these protective covenants shall be placed so as to restrict or interfere with the provisions of this section.
6. No commercial enterprise will be permitted to operate within the above mentioned lots.
7. No parcel or part thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and rubbish, trash garbage and other wastes shall be kept in sanitary containers. No burning of garbage shall be permitted and garbage will not be allowed to accumulate so as to become unsightly or a nuisance.
8. All reasonable prevention shall be taken against any and all fire hazards related to construction, maintenance and landscaping an any lot. Care shall be taken to limit the amount of underbrush on any lot that might pose a potential fire hazard.
9. The owner of each lot, vacant or improved, shall keep his lot, including the fence rows free of weeds, trash and debris. No noxious weeds shall be permitted to flourish or to exist upon any parcel or along any roadway adjacent to said parcel and each property owner shall have the duty of controlling noxious weeds and removing any trash or refuse which might otherwise accumulate and become unsightly or a nuisance.
10. No unlicensed automobile, truck, RV or any other vehicle or other machinery shall be allowed to remain on any lot in any manner unless fully enclosed within a structure.
11. Boundary fences shall be the responsibility of each individual landowner and will be maintained in such manner as to prevent animals from straying on adjacent lots.
12. No elevated tanks of any kind shall be erected, placed or permitted on any part of any lot. Any tanks used in connection with any residence constructed on the premises, including tanks for the storage of fuels and propane tanks for home heating, must be buried or walled sufficiently to conceal them from the view of neighboring roads and lots.

13. Ingress and Egress from North Second Street shall be only as shown on the recorded plat of the Sweetgrass Subdivision.
14. No obligation to maintain or repair of the private roadway by the covenantors hereof is expressed herein nor should any such obligation be implied. There is **NO PUBLIC MAINTENANCE OF STREETS OR ROADS**. Each lot owner with access to Sweetgrass Drive, a private road, shall be responsible for his proportionate share of the cost of maintaining that portion from the county road to and including the cul-de-sac.
15. No vehicle shall be allowed to park along Sweetgrass Drive or along the lots in the cul-de-sac owned by others in the Subdivision.
16. No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be used on any site at any time as a residence, except a camper on a temporary basis, for no longer than one (1) year, by the owner of the site during construction of a permanent residence. Each lot shall be allowed one motor home or camper, but the Motor home or Camper may not be parked within fifty (50) feet of any lot line.
17. There is **NO PROPOSED CENTRALIZED WATER SUPPLY SYSTEM**. Each lot owner shall be responsible for the obtaining and installing such domestic water supply system as each may require. Such water supply systems shall be located, constructed and equipped in accordance with the requirements, standards, and recommendations of state and county authorities.
18. There is **NO PROPOSED CENTRALIZED SEWAGE SYSTEM**. Each lot owner shall be responsible for the design, installation and maintenance of such sewage disposal system as may be required. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the state and county authorities.
19. No swine, cattle, sheep, goats, poultry or fowl may be kept on any lot within the subdivision. A maximum of two (2) horses shall be allowed on any lot. Additional horses will be allowed on a temporary basis.
20. Dogs, cats and other household pets may be kept on the premises at the will of the landowner. However, pets may not be bred or maintained for commercial purposes. Domestic pets must be restrained in a manner that they are confined to the property of their owners and no interference, including barking dogs, shall be permitted to become a neighborhood nuisance or hazard in any manner. No dogs or cats may be permitted to run at large.

21. No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist.

The following acknowledgements are hereby set forth and made of record and notice to all persons that there are:

- A. No proposed domestic water source.
- B. No proposed public sewage disposal systems.
- C. No public trash collection or disposal.
- D. No public maintenance of roads.

In the event a court of competent jurisdiction declares any portion of these declarations to be invalid or unenforceable, the remaining declarations shall remain in effect.

The foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect perpetually unless these declarations are terminated pursuant to the laws of the State of Wyoming.

These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent of such extent.

The covenants and conditions hereof may be amended, modified or repealed at any time by the subdivision originators.

These restrictions and covenants are made for the benefit of any and all persons who may now own or who may hereafter own any property in the subdivision. Such persons are specifically given the right to enforce these restrictions.

Enforcement shall be by proceedings at law or in equity, in rem (against the land) or personal (against the lot owner(s)) or both, (1) for violating or attempting to violate any covenant, (2) to restrain violations or to recover damages, or both, (3) regarding any decision of arbitrators. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law,

such sums as the court may adjudge to be reasonable for the services of legal counsel.

A waiver of any of the provisions of these covenants, or a failure to enforce them shall not constitute a waiver of or prejudice the rights of any person to demand strict compliance with that provision of these covenants or any other provision of these covenants.

