

RECORDED JUL 15 1994 AT 3:45 PM
IN BOOK 852 PAGE 1644.9 SWEETWATER RIVER, WYO.
NO. 1168080 ALBERT E. YERGEN, COUNTY CLERK

001644

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE DAVIS RANCH SUBDIVISION,
SWEETWATER COUNTY, WYOMING

THIS DECLARATION made and entered into this 27th day of April, 1994, by William R. McCurtain and Mamie L. McCurtain, husband and wife, John M. Sulenta and Grace Sulenta, husband and wife, Glenn C. Bergquist and Mitzie S. Bergquist, husband and wife, and Jack D. Beasley and Harriett K. Beasley, husband and wife, all of Sweetwater County, Wyoming, hereinafter collectively referred to as the Declarant, witnesseth as follows:

WHEREAS, Declarant is the record owner of the following described real property and premises, hereinafter referred to as the Property, situate in the County of Sweetwater, State of Wyoming, to wit:

All of the real property and premises located in the Davis Ranch Subdivision to the County of Sweetwater, State of Wyoming, including Lots One (1) through Six (6), inclusive, as the same is laid down and described on the official plat thereof, filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth, and to provide future Owners of the Property with notice of the property conditions hereinafter set forth, in order to preserve, protect and enhance the use, enjoyment, values and amenities of the Property for residential purposes for the benefit of the Property and each Owner thereof;

NOW, THEREFORE, for the foregoing purposes, and for and in consideration of the premises, Declarant hereby declares that all of the above described property is and shall be held, sold, transferred, conveyed and occupied subject to the following covenants, conditions, restrictions and easements, which shall run with and be binding upon the Property and which shall be binding upon and inure to the benefit of each Owner thereof, their successors and assigns:

1. LAND USE AND BUILDING TYPE. The Property is currently zoned RR - Rural Residential District, as defined and as provided for in the Zoning Resolution of the County of Sweetwater, State of Wyoming. No structures, other than those permitted in such RR - Rural Residential District, shall be erected, placed or permitted to remain on the Lots within the Property. No Lot shall be used except for purposes and uses permitted in such RR - Rural Residential District.

2. BUILDING CONSTRUCTION. All structures erected on the Lots in the Property in accordance with this Declaration, whether intended for residential, accessory or other purposes, shall be of a permanent and affixed nature and shall be of a quality consistent with the general construction standards in the industry in Sweetwater County, Wyoming. All structures intended for residential use shall be affixed to permanent foundations and shall have a pitched roof, which shall be designed as a part of and permanently attached to the structure by the manufacturer or the builder, whichever may be applicable. No structures of a temporary character, including, but not limited to, motor homes, mobile homes, trailers, tents or similar units, shall be used for residential purposes, except as may be reasonably required during

the preliminary construction of the primary residence on any Lot in the Property.

3. ARCHITECTURAL CONTROL.

A. No construction of any residential structure shall be commenced on any Lot until the construction plans and specifications for the proposed residential structure, together with a plot plan showing the location of the same, shall have been reviewed and approved by the Davis Ranch Architectural Review Board. Approval or disapproval of proposed plans and specifications shall be given by the Davis Ranch Architectural Review Board in writing within Thirty (30) days after such plans and specifications have been submitted to it. No building permit from the County of Sweetwater for any residential structure shall be applied for until written approval as required in this Declaration has been obtained from the Davis Ranch Architectural Review Board. The Davis Ranch Architectural Review Board shall consist of William R. McCurtain and John M. Sulenta, or their respective successors or assigns. The Davis Ranch Architectural Review Board may designate a representative to act on its behalf.

B. The Davis Ranch Architectural Review Board shall not arbitrarily or unreasonably withhold its approval of any plans and specifications submitted to it. However, neither the Davis Ranch Architectural Review Board nor its designated representative shall be liable in damages to anyone submitting plans and specifications for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Davis Ranch Architectural Review board for approval agrees, by submission of such plans and specifications, that such Owner or other person will not bring any action or suit to recover any such damages. Approval by the Davis Ranch Architectural Review Board shall not be deemed to constitute compliance with the requirements of any applicable zoning, building and subdivision ordinances, restrictions, statutes, laws, rules, codes, regulations, policies, procedures, and the like, and it shall be the responsibility of the Owner or other person submitting plans and specifications to the Davis Ranch Architectural Review Board to comply therewith and to obtain appropriate permits therefor.

4. COMPLIANCE WITH ORDINANCES. All construction upon and use of the real property and premises subject to this Declaration shall comply with all applicable zoning, building and subdivision ordinances, restrictions, statutes, laws, rules, codes, regulations, policies and procedures of the City of Green River, the County of Sweetwater, and the State of Wyoming.

5. PROPERTY CONDITION STATEMENT. Notice is hereby given that the above described Lots may be subject to various conditions relating to the nature, consistency, compaction, topography, erosion potential, and the like, of the surface and subsurface materials, which should be taken into account in the design, location and construction of any structures to be built upon said Lots and the related uses for said Lots; and that all Owners of the Lots should obtain appropriate professional soils analysis and related reports and obtain professional opinions relating to such reports and relating to the design, location and construction of the foundation and structure of any buildings and appurtenances each such Owner intends to construction upon the above described Lots. Notice is further hereby given that the above described Property appears to be in the One-Hundred year flood plain and may be subject to periodic inundation. By acceptance of delivery of the Deed of Conveyance for any of the above described Lots, each Owner thereof shall be deemed to have assumed all risks and responsibility related to the foregoing

matters. The Declarant makes no representations or guarantees relating to the foregoing or to the specific suitability of any Lot for the purposes intended by any Owner.

6. SEWAGE DISPOSAL SYSTEM. Notice is hereby given that there is no proposed public sewage disposal system for the above described Property or any of the Lots contained therein. All proposed sewage disposal or septic systems on any Lot, with the exception of Lot One (1), shall be designed and certified by a registered professional engineer in the State of Wyoming and shall be subject to the prior approval and the issuance of any required permits by the Department of Environmental Quality, the Sweetwater County Health Department, the Sweetwater County Planning and Zoning Departments and all other applicable federal, state, county and local agencies. By acceptance of delivery of the deed of conveyance for any of the above described Lots, each owner thereof shall be deemed to have assumed all risks and responsibility related to the foregoing matters. The Declarant makes no representations or guarantees relating to the foregoing.

7. WATER RIGHTS. With the exception of any water rights which may have been heretofore duly appropriated or may otherwise be appurtenant to Lot One (1), notice is hereby given that there are no water rights appurtenant to the above described Property or any of the other Lots contained therein. The Declarant does not warrant to any Owner that such Owner shall have any rights to the natural flow of any stream within or adjacent to the above described subdivision. Notice is further hereby given that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream or river for persons living on the banks of such stream or river. Notice is further hereby given that there is no proposed domestic or public water source for the above described Property or any of the Lots contained therein. All proposed water systems on any Lot, with the exception of Lot One (1), shall be designed and certified by a registered professional engineer in the State of Wyoming and shall be subject to the prior approval and the issuance of any required permits by the Department of Environmental Quality, the State Engineer, the Sweetwater County Health Department, the Sweetwater County Planning and Zoning Departments and all other applicable federal, state, county and local agencies. By acceptance and delivery of the deed of conveyance for any of the above described Lots, each Owner thereof shall be deemed to have assumed all risks and responsibility related to the foregoing matters. The Declarant makes no representations or guarantees relating to the foregoing.

8. FIRE CONTROL SYSTEM. Notice is hereby given that all structures upon any of the above described Lots, with the exception of Lot One (1), which are the subject of a construction/use permit, shall be required to install and maintain an appropriate fire control system, in accordance with the specifications, requirements and approval of the Sweetwater County Fire Warden, the Sweetwater County Planning and Zoning Departments and all other applicable federal, state, county and local agencies. By acceptance and delivery of the deed of conveyance for any of the above described Lots, each Owner thereof shall be deemed to have assumed all risks and responsibility related to the foregoing matters. The Declarant makes no representations or guarantees relating to the foregoing.

9. CONSERVATION EASEMENT. The 25' Conservation Easement along the bank of the Green River, as shown on the plat for the Property, is hereby created and reserved in the subdivision, and is hereby dedicated unto the County of Sweetwater solely for the purpose of perpetual public benefit, but not public use, specifically and only for the purpose of retaining and preserving such easement area in its natural, scenic, open and

vegetative condition. No Owner shall construct any buildings, fences or other structures or improvements of any kind within such easement area or shall undertake or allow any other activity within such easement area, including, but not limited to, such Owner's livestock usage, which would interfere with or otherwise defeat the purpose and intent of this Conservation Easement. Notwithstanding anything to the contrary contained herein, the plat for the Property or any other related documents and instruments, this Conservation Easement is specifically not intended, nor shall it under any circumstances be construed, as creating or providing any rights whatsoever in and to the general public for access to and use of such easement area for any purpose.

10. OTHER EASEMENTS, PUBLIC RESERVES AND RIGHTS-OF-WAY.

All of the other easements, public reserves and rights-of-way as shown on the plat for the Property are hereby created and reserved in the subdivision, and are hereby dedicated unto the County of Sweetwater solely for the purpose of perpetual public use and benefit, for poles, wires, pipes, conduits and related fixtures and equipment for heating, lighting, electricity, gas, telephone, television and other public utility services, drainage facilities, roadways, public reserves, access or any other public cause or purpose, together with the right of ingress and egress at any time for the purpose of installation, construction, maintenance and repair relating thereto. Within the aforesaid easements, public reserves and rights-of-way, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with any installation, construction, maintenance and repair work, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels, or which may otherwise defeat the purpose or intent of any easement, public reserve or right-of-way. The easement area of each Lot and all improvements in and upon it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

11. NUISANCES. No business or activity of a noxious or offensive nature may be conducted upon the Property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to any Owners in the Property or adjacent properties. No Owner shall make or permit any noises which will disturb or annoy the occupants of any of the homes in the Property or adjacent properties or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners in the Property or adjacent properties.

12. EXTERIOR MAINTENANCE. All Owners shall keep their structures and grounds in a good state of maintenance, repair, preservation and cleanliness. No Owner shall permit any structures or conditions upon the Property which would adversely affect the value or aesthetics of the Property.

13. ANIMALS. All forms of livestock, including domestic animals, household pets and poultry, shall be allowed on the Lots in the Property, subject to the limitations and restrictions contained in this paragraph. All Owners shall be required to keep their livestock in full control and restricted to such Owner's Lot at all times. The number of allowable livestock and the duration of such livestock's stay on any Lot contained in the Property shall be governed by common principles of good husbandry, health and sanitation. No livestock shall be kept on any Lot in such a manner as to be noxious, offensive or visually unpleasant. In no event shall any livestock on any Lot consist of such numbers or be kept in such a manner as to be in violation of the nuisance prohibition set forth above in this Declaration or in violation of any applicable nuisance, health, sanitation, environmental, livestock treatment and all related

ordinances, restrictions, statutes, laws, rules, regulations, policies and procedures of all applicable federal, state, county and local agencies.

14. TERM. All of the covenants, conditions, reservations, restrictions and easements set forth in this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, reservations, restrictions and easements shall be automatically extended for successive periods of Twenty (20) years each, unless an instrument duly approved and executed by the County of Sweetwater and all of the then record Owners of the Lots has been recorded agreeing to modify, amend, terminate or release any of said covenants, conditions, reservations, restrictions and easements, in whole or in part.

15. ENFORCEMENT. Enforcement of the covenants, conditions, reservations, restrictions and easements set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the aforesaid covenants, conditions, reservations, restrictions and easements hereof, for the purpose of either restraining any such violations or recovering damages for any such violations.

16. SEVERABILITY. Invalidation of any one of these covenants, conditions, reservations, restrictions and easements, by judgment, Court Order, or otherwise, shall in no manner whatsoever affect any of the other remaining covenants, conditions, reservations, restrictions and easements hereof, and the same shall remain in full force, effect and operation.


17. NON-WAIVER. Failure by any interested party to enforce any of the covenants, conditions, reservations, restrictions and easements herein contained in any one instance shall in no event be deemed or construed as a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

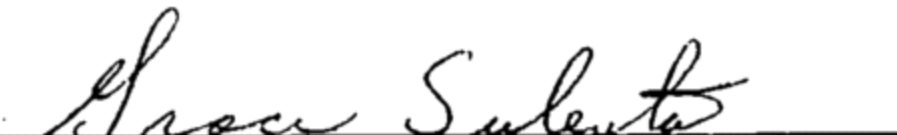
IN WITNESS WHEREOF, William R. McCurtain and Mamie L. McCurtain, husband and wife, John M. Sulenta and Grace Sulenta, husband and wife, Glenn C. Bergquist and Mitzie S. Bergquist, husband and wife, and Jack D. Beasley and Harriett K. Beasley, husband and wife, have all duly executed this Declaration, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DECLARANT:


William R. McCurtain

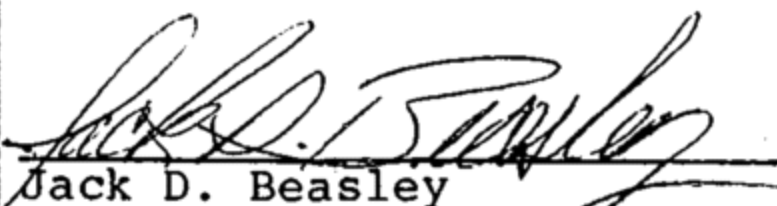

Mamie L. McCurtain


John M. Sulenta


Grace Sulenta


Glenn C. Bergquist


Mitzie S. Bergquist


Jack D. Beasley


Harriett K. Beasley

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by William R. McCurtain and Mamie L. McCurtain this 3rd day of May, 1994.

Witness my hand and official seal.

Ann Y. Edwards
Notary Public

My Commission Expires: 9-14-96



The State of Wyoming)
County of Sublette : ss.

The foregoing instrument was acknowledged before me by John M. Sulenta and Grace Sulenta this 17th day of June, 1994.

Witness my hand and official seal.



Susan J. Hansen
Notary Public

My Commission Expires: 12/12/94

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Glenn C. Bergquist and Mitzie S. Bergquist this 14th day of July, 1994.

Witness my hand and official seal.

Ann Y. Edwards
Notary Public

My Commission Expires: 9-14-96



The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Jack D. Beasley and Harriett K. Beasley this 27th day of April, 1994.

Witness my hand and official seal.

Ann Y. Edwards
Notary Public

My Commission Expires: 9-14-96

