

**DECLARATION OF PROTECTIVE COVENANTS**  
**FOR**  
**WHITE MOUNTAIN COUNTRY ESTATES**  
**PHASE 1**

Jay and Terie D'Ewart of "White Mountain Country Estates" (Grantor), is the owner of the real property located in the County of Sweetwater, State of Wyoming, more particularly described as follows:

**TOWNSHIP 19 NORTH, RANGE 105 WEST, 6<sup>th</sup> Principle Meridian**  
Section 5: White Mountain Country Estates, Phase 1 recorded on  
April 2, 2002 File No. 1357425 in the Official Records of  
Sweetwater County, Wyoming, also:

In consideration of the premises and as part of the general plan for improvement and development of said property, Grantor hereby declares the property herein described subject to the restrictions and covenants hereinafter recited in order to protect this property from acts of commission and/or omission which would tend to depreciate the value of any or all of the parcels of this property.

This is a Declaration of Covenants, Considerations and Restrictions regulating and controlling the use and development of real property, made effective this 3rd day of April, 2002, by Jay C. D'Ewart and Terie J. D'Ewart, husband and wife and White Mountain Country Estates.

1. Purpose: Declarant is the owner of certain real property located in Sweetwater County, Wyoming, which property is more particularly described in "White Mountain Country Estates Subdivision Phase 1" attached hereto and made a part hereof, and which is hereinafter referred to as the "Property". The Property is of scenic and natural value, and Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the Property for the benefit of all the owners of the Property or any part thereof.
2. Declaration: Declarant hereby declares that the Property described in "White Mountain Country Estates Subdivision Phase 1" attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions and restrictions, which are sometimes referred to hereafter as the "Covenants". The Covenants shall run with the Property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property, and shall insure the benefit of every owner of any part of the Property.

3. Definitions: The following terms and phrases used in these Covenants shall be defined as follows:
- a) "Architectural Control Committee or (ACC)" Shall mean the committee responsible for the administration and having the authority for the enforcement of these Covenants, as created in paragraph 6 hereof.
  - b) "Development" shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.
  - c) "Lot" shall mean any portion of the Property as shown on a recorded plat.
  - d) "Owner" shall mean the recorded owner of a lot, including a contract purchaser, but excluding anyone having interest in a lot as security for the performance of an obligation.
  - e) "Principle Residence" shall mean the single family residential structure, constructed on any lot of the Property, which is the principal use of such lot, and to which other authorized structures on such lot are necessary.
  - f) "Property" shall mean the real property described in "White Mountain Country Estates Subdivision Phase 1" attached hereto and made a part hereof, of White Mountain Country Estates Phase 1.
  - g) "Structure" shall mean anything built or placed on the ground.
4. ACC Construction Permit Required: No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities or removal of vegetation shall be commenced until a construction permit has been issued therefore by the ACC.
- a) Duplicate sets of plans and specifications for any lot improvement or alteration, including vegetation removal, shall be submitted to the ACC. The plans shall include a plot plan indicating the placement of all structures proposed to be erected upon the lot, and the location, width and grade of the private driveway proposed for access to such structures. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants.
  - b) The ACC shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of these Covenants. The ACC may approve plans and specifications subject to any conditions or modifications which the ACC determines to be necessary in order to ensure conformity with the requirements of these Covenants. The ACC shall retain one set of plans and specifications. In the event the ACC neither approves nor disapproves such plans and specifications within thirty (30) days from



the submission thereof, written approval in the form of a Building Permit shall be deemed to have been granted.

5. Development and Use Restrictions: All development and use shall conform to the following requirements:
- a) Provisions in Addition to County Land Use Regulations: Conformity with any and all applicable land use regulations of Sweetwater County shall be required, in addition to the requirements of these Covenants. In case of any conflict, the more stringent requirements shall govern.
  - b) Authorized Use: Only single-family residential use shall be permitted, together with the maintenance and use of domestic livestock as hereinafter set forth.
  - c) Prohibited Uses: No commercial, industrial or other non single-family residential use whatsoever shall be permitted. Any exceptions will have to be approved by the ACC.
  - d) Authorized Structures: No building or structure shall be constructed, placed or maintained on any lot, except on single-family residence, garage facilities, associated outbuildings, barn and corral facilities, not to exceed a total of four buildings or structures on any one lot, exclusive of corrals and authorized fences. Any exceptions will have to be approved in writing by the ACC.
  - e) Out Buildings: All outbuildings and plans must be approved prior to construction. Galvanized, Quonset, Dome or odd shaped outbuildings are not permitted. Any exceptions will have to be approved in writing by the ACC.
  - f) Construction: All structures shall be designed in a character in keeping with the landscape, style and architecture of the Property. All improvements shall be of new construction. Pre-built, prefabricated, component or modular construction shall not be permitted. All such construction shall comply with the following standard codes and official amendments thereto: Uniform Building Code, current edition; National Plumbing Code, current edition, National Electrical Code, current edition; National Fire Protective Association International, current edition; and such State of Wyoming building and safety codes as may be applicable to the Property.
  - g) Structures – Completion: The exterior of all buildings and other permitted structures must be completed within twenty-four (24) months after the commencement of construction except where such completion is impossible or would result in undue hardship to the owner or builder due to strikes, fires, national emergency or natural calamities, and , in that event, diligently pursued, nonetheless, to either completion or removal of the structure from the premises.
  - h) Height Limitations, Setbacks, Floor Area Requirements: No building shall be greater than 35 feet in height. Building height shall be measured from existing grade to the highest point of the roof structure, but shall not include



chimneys, vents or antennas. All structures, excepting lot boundary fences shall be set back at least 15 feet from any lot line and 25 feet from the front of the lot. The residential structures shall have a minimum floor area of 1500 square feet, above grade (not including the below grade basement area).

- i) Utilities: Connections from lots within the Property to utility lines shall be completed at the lot owners' expense.
- j) Maintenance: Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles other than automobiles, campers, snow removal equipment, and garden or maintenance equipment shall be kept, within an enclosed structure when possible. If the aforementioned items are not located inside a structure they must be kept in an orderly fashion out of plain view. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, shall be appropriately screened from view. No plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot. No trash or refuse shall be burned on any lot. Weeds may be burned only with both the ACC and County specific permission per burning.
- k) Livestock-Pets: No livestock or pets shall be kept or maintained on any lot except as provided herein. Any animals or livestock permitted to be kept on a lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring lot owners. Not more than four (4) horses, cows, sheep, goats, or other livestock, in combination, shall be permitted on any lot, and all such livestock, except when horses are being ridden or used in recreational activities, shall be kept and maintained within the approved barn and corral facilities at all times. This number of Horses, Cattle, Sheep, Goats or other livestock may exceed 4 total animals (combined) per 2 acre parcel for short periods of time not to exceed 10 days total out of 30 consecutive days. This exception is only allowed to facilitate extra animals in a transitory state. Example: preparing for and returning from personal horse use excursions. This exception does not facilitate boarding or any other commercial activity. All livestock type animals must have current health and brand inspections (proof of ownership) on a yearly annual basis and comply with all state and other governmental statutes. Not more than three dogs, cats or other pets, in combination, may be kept on any lot. If any dog or dogs are caught or identified chasing or otherwise harassing livestock, wildlife, or people, the ACC shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than \$75.00 plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing livestock, wildlife or people on a second occasion, the ACC shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being at the sole discretion of the ACC. In the event that such animal or animals are not destroyed, the ACC shall assess a penalty of not more than \$150.00 per

animal, plus costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the ACC or any member thereof, for the impoundment or destruction of any such animal or animals. All animals must be in compliance with the Sweetwater County Zoning resolution's definition of animals for private use.

- l) Noxious or Offensive Activities: No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot line of any lot (This means keep corral areas cleaned up and maintained). Corral areas must be cleaned when manure build-up warrants, to avoid surface runoff and dust hazards. The ACC shall retain the authority to determine when manure must be removed. Establishing vegetation on disturbed areas is encouraged to reduce soil and wind erosion. Dust abatement (control) measures such as establishing vegetation or applying enough water to the soil to form a hardened soil crust is encouraged. The ACC shall retain the authority to determine when dust control measures must be taken.
    - 1) Dogs and other domestic animals, including livestock, shall be controlled and restrained at all times.
    - 2) No hunting or shooting of guns shall be allowed on any lot or within the boundaries of the White Mountain Country Estates Subdivision.
  - m) Construction Period: If construction of a residence is initiated, Grantees may live in a camper or travel trailer during said construction period, not to exceed eighteen (18) months with a county conditional use permit. Extensions may be granted by the ACC in cases where delays in construction occurred at no fault of owner. Prior to commencement of residential construction, Grantees may use a camper, travel trailer or other type of recreational vehicle to vacation on the property, not to exceed 90 days per year.
  - n) Mineral Activities Prohibited: No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel.
  - o) Streets and Parking: No vehicle, whether motorized or otherwise. Shall be parked on the public streets and rights-of-way for more than 24 hours.
6. Architectural Control Committee (ACC): The ACC shall consist of three members. Jay D'Ewart, Terie D'Ewart and Steven Boyer shall make up the initial ACC until such time as the parcels have been sold in their entirety. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor, Neither the members of the committee, nor its designated representative shall be entitles





to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. All lot owners, through the purchase of their lot, agree to serve on the ACC. The ACC shall adopt such rules for the conduct of its business as it deems appropriate, including the designation of officers and the procedure for annual meetings of the lot owners and the ACC.

- a) Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the ACC before the review process can commence. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.
- b) Authority and Duties: The ACC shall have the authority to enforce and administer the requirements of these Covenants, shall issue ACC Construction Permits, shall have the authority to enforce the development and use regulations and to take all other actions necessary to administer and enforce these Covenants.
- c) Meetings: The ACC shall call and conduct an annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these Covenants.
- d) Design Guidelines: The ACC shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the property values of lot owners and to insure that incompatible development does not occur. All lot use and development shall conform to any design guidelines adopted by the ACC, in addition to the provisions of the Declaration.
- e) Limitation of Liability: Neither the ACC nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such ACC member thereof has acted in good faith.

7. Violations – Enforcement – Liens – Costs: The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the ACC or any owner of a lot within the property. Every owner of a lot within the property hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the ACC or other lot owner in enforcing these Covenants, including reasonable attorney fees, plus all costs to restore the property in violation into conformance to these covenants. The design Committee shall have a lien against each lot and the improvements thereon to secure the payment of any penalty and/or enforcement costs (including attorney fees) due to the ACC from the owner of such property, plus interest from the date of demand for payment at the rate of ten percent (10%). The ACC is authorized to



record a notice of lien in the office of the County Clerk of Sweetwater County, Wyoming, which shall include a description of the property and the name of the owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's Office shall be sent to the owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming.

In addition to the principal amount of the lien plus interest, the ACC shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney fees.

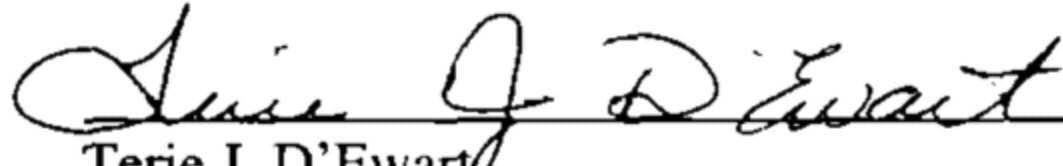
8. Combination and Subdivision: No lot or lots shall be combined or subdivided in any manner. All lots will be 2 acres or more.
9. Easements: Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.
10. Slope and Drainage Control: No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them 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. County Ordinances: All improvements on a lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of Sweetwater County, Wyoming, and the state of Wyoming.
12. Annexation of Lands: The right is hereby reserved by the Declarant to annex additional lands to the White Mountain Country Estates Phase 1 subdivision by filing with the Office of the County Clerk and Ex-Officio Register of Deeds for Sweetwater County, Wyoming, a Plat describing such additional land and either a supplemental Declaration of Covenants, Conditions and Restrictions or a Declaration referring to these Covenants subjecting such additional land to the Covenants and conditions hereof.
13. Amendment Variance: These Covenants may be amended by the written consent of the lot owners of county record, of 75% or more of the lots contained within the property, specifically including any lots subjected to these Covenants or identical Covenants as provided by Paragraph 12 herein. No variance shall be allowed from the requirements of these Covenants.



14. Duration of the Covenants: All of the Covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Paragraph 13 hereof.
15. Severability: Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs and the Covenants, conditions and restrictions therein shall remain in full force and effect.
16. Acceptance of Covenants: Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this Declaration, and every lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants for White Mountain Country Estates Phase 1 effective the day and year first set forth below.

  
Jay D'Ewart

  
Terie J. D'Ewart

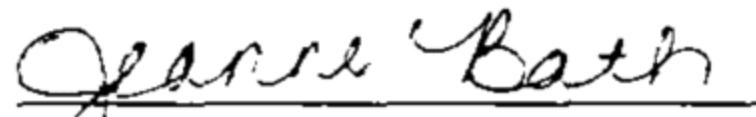
STATE OF WYOMING

SWEETWATER COUNTY



THE FORGOING INSTRUMENT WAS ACKNOWLEDGED  
BEFORE ME THIS 3rd DAY OF April, 2002, BY:

Jay D'Ewart and Terie J. D'Ewart  
AS A FREE AND VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND OFFICIAL SEAL.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 12-09-2002