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Jean Dixon, PLATTE COUNTY Clerk & Recorder

STATE OF WYOMING)

COUNTY OF PLATTE)

ss:

MERGENTHAL DEVELOPMENT COMPANY, LLC

To
THE PUBLIC

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 ABSTRACTED
 PHOTO COPY

DECLARATION OF PROTECTIVE COVENANTS
OF
RIVERSIDE ESTATES

KNOW ALL MEN BY THESE PRESENTS, that Mergenthal Development Company, LLC, a Wyoming limited liability company, Grantor, the owner of Riverside Estates subdivision, situated in a portion of Government Lot Seven (7), Section Two (§2), Township Twenty-Six North (Twsp.26N), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), in the Town of Guernsey, Platte County, Wyoming, does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within Riverside Estates Subdivision("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the subdivision; to protect Lot owners from development and use of other Lots within the subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements of the subdivision; to encourage the construction and maintenance of appropriate improvements and to insure and encourage the provision of adequate and suitable landscaping. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

2. RESTRICTIVEUSE. All Lots, with the exception of Lot 1, within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as private residences only. The owners of Lots within the subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in this Declaration. All present or future owners or any other person that might use the facilities of the subdivision in any manner, are subject to the provisions of this document; and the mere acquisition of any Lot or the mere act of occupancy of any Lot shall signify that the provisions of this document are accepted and ratified.

3. CONSTRUCTION STANDARDS. No mobile homes, manufactured homes or pre-built homes may be placed upon any Lot of the subdivision and no existing home may be moved onto any Lot from another location. All construction of residential dwellings and outbuildings must be new "stick-built" construction as such term is defined in the construction industry. All roofing must be quality grade asphalt

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shingles. The front elevation side of all residences facing the nearest street must be covered by brick or masonry to a height of no less than eight feet (8') above ground level. All utility meters and related and appurtenant equipment ("utilities") must be located on the front portion of a side of the structure no more than one-fourth (1/4) of the distance from the front to the rear of such sidewall. No landscaping, fencing or other structure shall be placed at or near the location of the utilities in any manner that would interfere with the free access to such utilities by utility company representatives or governmental employees.

The minimum square footage of all residences constructed upon Lots of the subdivision is as follows:

a. Upon Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), a minimum square footage size on the ground level in Twelve Hundred (1200) square feet;

b. Upon Lots Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), and Twenty-Five (25), a minimum square footage size on the ground level in Fourteen Hundred (1400) square feet and no less than a total of Two Thousand (2000) square feet on both levels;

As to Lots Two (2), Three (3), Four (4), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), such Lots shall be divided into two (2) separate legally described parcels upon which duplex townhome structures with dividing party walls placed upon the dividing lot line shall be constructed.

All construction must conform and comply with the standards of the construction industry and all regulations adopted by the Town of Guernsey, Platte County and, where applicable, the Uniform Building Code, the International Building Code and the Uniform Electrical and Plumbing Codes. All structures must be located upon a Lot in conformity with the set-back distances adopted by the Town of Guernsey, specifically, front yard set-back of twenty-five feet (25'), side yard set-backs of five feet (5') and rear yard set-backs of ten feet (10').

4. USE OF LOTS. No activity of a noxious or offensive nature may be conducted upon any Lot in the subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times. Television antennas are prohibited. Television satellite dishes may be allowed, but their size shall be limited to nineteen inches (19") in diameter and their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the subdivision.

No Lot nor the adjacent sidewalks or street shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind

that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage of disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

No business activity or home occupation uses shall be permitted upon any Lot in the subdivision. This restriction shall not apply to a residential office within a home utilized by the Lot owner only. No such use which causes additional traffic or parking impact by employees or customers of such business use shall be permitted.

No residential dwelling shall be rented by the owner for transient purposes, which shall be defined as (a) rental for any period less than 30 days. Other than the foregoing obligations, the owners of the respective Lots shall have the absolute right to lease their dwelling, provided that the lease is made subject to the covenants and restrictions contained in this Declaration.

5. **OUTBUILDINGS.** No shed, lean-to, canopy or other structure not connected to the residential structure shall be constructed upon any Lot within the subdivision without the express written consent of no less than seventy-five percent (75%) of the remaining Lot owners. Any Lot owner who desires to construct any such structure shall submit a request, the construction plans and a description of materials to the other Lot owners for approval. Each Lot owner shall either approve or disapprove such request within thirty (30) days after receipt and, if the request is disapproved, shall notify the Lot owner of the basis for such disapproval and may state the manner in which the request may be modified to achieve approval.

6. **LANDSCAPING.** Each Lot owner shall install a lawn area in the front, sides and back yard areas of each Lot within one (1) year following completion of construction of the residential dwelling on such Lot and thereafter maintain such lawn as a living and viable lawn free from weeds and crabgrass. Such lawn need not be installed in areas where other landscaping, rock gardens, trees, pools, patios, decks or approved outbuildings are located. No trees and or shrubs shall be planted in such a manner as to create a hedge that defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter boarder of the Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole.

7. **SIGNS.** Except for signs installed by the Grantor which identify the subdivision, no sign of any kind shall be displayed to the public view on any residential Lot except for temporary signs of not more than five (5) square feet advertising the property for sale.

8. **PETS AND ANIMALS.** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. A maximum of two (2) dogs and/or cats will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog runs are permitted so long as they are properly screened from the view of other Lot owners and/or public roads that serve the subdivision. Lot owners are responsible for daily pick-up of all animal waste and feces from Lots and all other areas of the subdivision that may have been occupied by their animals.

9. **VEHICLES.** No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Lot or roadway of the subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Lot or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

10. **FENCING.** No fencing may be installed or allowed in, on or around the front portion of any Lot and no fencing of any sort shall be allowed at any place or of any height beyond that originally installed by Grantor. Any replacement of existing fencing must be done with the same or similar materials as those originally installed by Grantor.

11. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by at least seventy-five percent (75%) of the then owners of the Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Platte County, Wyoming.

12. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Lot subject to this Declaration by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Lot owner in such proceedings. The failure

to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Grantor is in no way responsible for enforcement of the restrictions in this Declaration.

13. SEVERABILITY: 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 this 29 day of July 2004.

Mergenthal Development Company, LLC, GRANTOR

By:

John Mergenthal
John Mergenthal, Managing Member

STATE OF WYOMING)

COUNTY OF PLATTE)

ss.

The foregoing Declaration was acknowledged before me by John Mergenthal known to me to be the Managing Member of Mergenthal Development, LLC who swore that he was executing this document with the authority and for the benefit of such limited liability company this 29th day of July 2004.

Witness my hand and official seal.

Lou A. Schroder
Notary Public

My Commission Expires: Nov 24, 2007

