

DECLARATION
OF
PROTECTIVE COVENANTS
FOR
NORTH PLATTE RIVER ESTATES

David F. Prewitt and Winifred K. Prewitt, husband and wife are the owners of property known and described as follows:

Lot 9, Section 5, Township 26 North, Range 65 West of the 6th P.M., Platte County, Wyoming EXCEPTING THEREFROM all that portion lying North of the right of way of the Burlington Northern Railroad formerly known as the Chicago, Burlington & Quincy Railroad Company, as described in Book 84, Page 217 and FURTHER EXCEPTING THEREFROM all those portions conveyed to The State of Wyoming as described in Book 116, Page 313 and to the Board of County Commissioners of Platte County, Wyoming as described in Book 131, Page 713 records of Platte County, Wyoming.

The owners desire to place protective covenants, restrictions, reservations, and charges upon the parcel of land described above, to protect its desirability, attractiveness and value. Consequently, the North Platte River Estates is hereby subjected to the following easements, covenants, restrictions and conditions (collectively referred to as "Covenants"), all of which shall run with the North Platte River Estates and shall be binding upon all parties having or acquiring any rights, title or interest in it or any part thereof, and shall inure to the benefit of each Owners thereof.

- 1) All lots shall be known and described as residential lots and will be restricted to the covenants herein contained. It is intended that residential lots shall be used and occupied as small ranchettes, and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.
- 2) No structure other than one private, single family dwelling on a permanent foundation, together with a private garage and no more than two suitable barns, sheds, or outbuildings for livestock, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any of the residential lots. No lot shall consist of less than ten acres. Livestock shall mean horses, cattle or sheep. A limit of two livestock units is restricted for each ten acre lot.
- 3) No mobile home, trailer, or any structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any lot as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor from maintaining a temporary office, tool shed, lumber shed and office for the purpose of erecting and selling dwellings.
- 4) The principle dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of one thousand (1,000) square feet; except that where the said principal dwelling is a 1

578399 Book - 430 Page - 732
Recorded 6/9/2008 At 10:52 AM
Jean Dixon, Platte County Clerk and Recorder

INDEXED ✓
ABSTRACTED ✓
PHOTOCOPIED ✓

½ or 2 story dwelling, the minimum may be reduced to eight hundred (800) square feet of ground floor area, providing that the total living area of the 1 ½ or 2 stories is not less than one thousand, two hundred (1,200) square feet.

- 5) No building or attached structure shall be located on any lot nearer than sixty (60) feet from the lot line of said lot adjoining any roadway or other property line. No septic tank or field system shall be located on any lot nearer than sixty (60) feet from the lot line of said lot adjoining any roadway or other property line.
- 6) No business or activity of a noxious nature may be conducted upon any lot in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors. No residence may be used as a rental.
- 7) Sewage shall be disposed of only by and through a septic system of adequate dimension and capacity and of a type approved by the State of Wyoming or if applicable, Platte County. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the state or county, and no sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any lot in the subdivision. All outside toilet facilities must be a part of the residence or garage and shall be of a modern flush-type and connected with a proper septic tank system.
- 8) No lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junk cars, unlicensed cars, junk tractors and equipment, appliances, etc., trash garbage or other waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view from roadways.
- 9) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale, or signs used by builders to advertise the property during the construction and sale. A lot may have one name and address sign at the entrance of the subdivision and one on the entry to their lot.
- 10) Easements and rights of way are hereby reserved in this subdivision for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair. The right of ingress and egress for the purpose of further construction shall be restricted to roadways and property lines where possible.
- 11) These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these

covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12) Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the afore-said provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

13) Invalidation of any one of these restrictions by judgment or Court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners have executed this Declaration of Protective Covenants this 5th day of May, 2008.

David F. Prewitt
David F. Prewitt

Winifred K. Prewitt
Winifred K. Prewitt

STATE OF WYOMING)
)
COUNTY OF PLATTE)

The forgoing instrument was acknowledged before me by David F. Prewitt and Winifred K. Prewitt this 5th day of May, 2008.

Witness my hand and official seal.



Betty Jo Martinez
Notary Public

My commission expires: July 27, 2010