

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Allen A. Miller and Betty J. Miller, husband and wife, constituting the owners of all of the tracts and land in:

"A-B Country Estates" located in Section 13, Township 24 North, Range 61 West of the 6th P.M., Goshen County, Wyoming, a subdivision in Goshen County, Wyoming, according to the recorded plat thereof.

desiring to keep said lots available for primary use as residential area in the future, do hereby covenant and agree that all of said tracts sold by the owners in said addition are held subject to and with the benefits of all restrictions, conditions, covenants, charges and agreements contained herein, and further covenant and agree that any subsequent grants of any of said tracts now owned by them shall be subject to the following covenants and restrictions:

A. No dwellings shall be hereinafter located on said real property, the ground floor area of which, exclusive of open porches and garages, is less than 1100 square feet of habitable living space in the case of one-story dwellings, or less than 800 square feet of habitable living space on the ground floor level in the case of multi-level structures. The ground floor level is defined as that floor level of dwelling nearest the actual average ground level on which the dwelling is constructed.

B. No existing structures of any kind are to be moved on to said real property.

C. No billboards, junk yards, accumulations of junk items, manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon or in connection with the real property above described. All garbage, trash, and refuse shall be kept in a covered container and taken to a public disposal site at reasonable times. No burning of trash is allowed.

D. The keeping and maintaining of swain, goats, poultry, horses, or other types of livestock upon said real property is hereby prohibited.

E. No noxious or offensive conditions or activity shall be allowed upon said real property nor shall any condition or activity be carried on upon said real property which may become or is an annoyance or nuisance to the surrounding neighborhood.

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Wanda E. Grapes, County Clerk

10:00 a.m.
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F. No trailer, modular home, mobile home, basement, tent, shack, barn or other outbuilding shall be placed or erected on said real property at any time, nor shall any structure of a temporary nature be used as a residence.

G. The Public Health Laws of the State of Wyoming shall be strictly adhered to by occupants of the above-described real property and violation of such laws shall be enforceable under the enforcement provisions hereinafter set forth.

H. No dwelling shall be located on any tract nearer than 15 feet of the side and rear tract boundaries and 25 feet of the front tract boundary. The well and sewerage system shall terminate 50 feet from all property lines. All septic tanks installed shall be by permit only and obtained at the County Sanitation Office.

I. Natural drainage and drainways shall not be disturbed and all costs and expenses incurred in keeping and maintaining said drainways open and serviceable shall be at the expense of the lot owner on which said drainway is situated. If alteration of a drainway is requested, the same shall be submitted to the Committee, hereinafter provided for, for final decision and no alterations shall be authorized unless such change or modification shall result in continuation of the natural drainage conditions without injury to any other lot owner.

J. All electrical utility lines shall be underground upon said real property, except temporary electrical service lines shall be allowed but only for such minimum period of times as is necessary to place the electrical line underground. Those wishing gas service will do so at their own expense. Easements are provided for two main lines to be large enough in size to accommodate all homes. Those constructing the lines will be reimbursed by those wishing to use the lines.

K. No building shall be erected, placed or altered on any building plot or lot covered hereunder until the building plans, specifications and plot of the plan showing the location of such building in relation to the boundary lines of said building plot or lot have been approved in writing as to conformity and harmony of external design with existing structures in the neighborhood, and as to compliance with these covenants by a Committee composed of Allen A. Miller and Betty J. Miller, which Committee shall be hereinafter designated as Committee of A Bar B Country Estates. In the event of death, resignation or inability to act of any member of said Committee, the remaining member shall have full authority to approve or disapprove such design and location. In the event of death of Committee members, the lot and plot owners shall elect a new

Committee consisting of 3 members to succeed those to be replaced, the owners as to each lot to have one vote for each lot owned. In the event that said Committee fails to approve or disapprove such design and location within 30 days after the plans have been submitted to it, such approval will not be required and this covenant shall be deemed to have been fully complied with. The powers of this Committee shall continue for 10 years from date hereof, but may be continued by written consent of a majority of the owners, in writing, designating the Committee members to act for an additional ten year period to exercise the powers hereunder.

L. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real estate situated in said A Bar B Country Estates, to prosecute proceedings at law of equity against the person or persons violating or attempting to violate any of such covenants and to recover damages for such violation.

M. These covenants shall run with the lands and lots and shall be binding upon all parties and persons claiming under them.

N. Invalidation of any of these covenants or part thereof by judgment or Court order shall in no way effect any of the other provisions of these covenants which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, The undersigned owners of A Bar B Country Estates do hereby cause this instrument to be executed the 31 day of March 1981.

Allen A. Miller
Allen A. Miller

Betty J. Miller
Betty J. Miller

STATE OF WYOMING }
COUNTY OF GOSHEN } SS

The foregoing instrument was acknowledged before me by Allen A. Miller and Betty J. Miller, husband and wife, the 31st day of March 1981.



Tom Scott
NOTARY PUBLIC

My Commission expires: 6-7-81

COVENANTS FOR A - B COUNTRY ESTATES HOMEOWNER'S ASSOCIATION

For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every owner, in accepting a deed or contract for any lot in the subdivision, agrees to and shall become a member of and be subject to the obligations and duly enacted bylaws and rules of the A - B Country Estates Homeowners Association. The A - B Country Estates Homeowners Association shall further have the right and responsibility to enforce any of these covenants. The right to enforce any of these covenants shall be cumulative, and not in substitution for, the right of any other individual to enforce these covenants.

A. Membership. Each of the lot owners in A - B Country Estates (the subdivision) shall be a member of the A - B Country Estates Homeowners Association (the Association).

B. Perpetual Existence. The Association shall have perpetual existence. Whenever any member ceases to own property in the Subdivision, his membership shall cease. However, he shall be replaced by the new owner of such property.

C. Voting. Each lot shall be entitled to one vote only regardless of the number of owners of such lot. Votes may be cast in person or by proxy, with such proxies signed in writing, and filed with the Secretary of the Association prior to the appointed time of each meeting of voting members.

D. Membership Meetings. An annual meeting of the members shall be held on February 15, at 7 o'clock P.M., at a place specified in a notice of annual meeting, or at such other time and place as is noticed to the membership pursuant to the requirements of this agreement. At any meeting of the membership a majority of the potential votes shall constitute a quorum. and the acts of a quorum shall be considered the acts of the membership unless the terms herein require a specific percentage or number of votes for approval of an item. The membership shall elect directors and consider all other business brought before it at the annual meeting. Special meetings may be called from time to time by the President or Board of Directors, and shall be noticed to members pursuant to the terms contained herein.

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Wendell E. Grapes, County Clerk

10:00 A.M.
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E. Board of Directors. The affairs of the Association shall be managed by a Board of three Directors. The Directors shall be elected by the members of the Association, annually. The Board shall elect or appoint officers for the Association. The name of the first members of the Board of Directors are: Allen A. Miller, Betty J. Miller, and Irene Metz.

Each of the Directors, other than the initial Board, shall be owners of lots or tracts within the subdivision.

F. Powers of the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs, and may do all such acts and things as are necessary for the functioning of the Association within the scope established herein, including, but not limited to, the power to contract for labor and material, recommend and levy assessments at annual or special meetings, collect assessments, bring suit and file notices of lien from unpaid assessments.

Each Director's term of office shall be one year. Vacancies in the Board of Directors caused by any reason shall be filled by a new Director appointed by the remaining Board. Each person appropriately elected or appointed shall remain a Director until a successor is elected.

G. Director's Meetings. The first meeting of the Board of Directors shall be held within ten (10) days of their election, at such a place as is agreed upon by them. At least two (2) regular meetings of the Board of Directors shall be held during each year. Notice of regular meetings of the Board of Directors shall be provided to each Director. Special meetings of the Board of Directors may be called by the President or by one-half ($\frac{1}{2}$) of the membership votes, and notice of such special meeting shall also be provided as specified herein. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors.

H. Maintenance Assessments. The Board of Directors shall have the right and power to subject the property located in the subdivision to an annual maintenance charge, for use in the maintenance of Arrowhead Road in the subdivision. Any other projects or assessments may be proposed by the Board, but must be approved by a two-thirds ($\frac{2}{3}$) majority of the membership votes.

Commencing March 1, 1954, and on the same day of each year thereafter,

each owner of property in the subdivision shall pay to the Association, in advance, the maintenance charges against his property, and such payments shall be used by the Association to create and continue a maintenance fund to be used by the Association for the maintenance of Arrowhead Road, and for other purposes if approved by a two-thirds (2/3) majority of the membership votes. The charge will be delinquent when not paid within thirty (30) days after it becomes due. In the event that an owner acquires title to property in the subdivision after March 1 of any year, then such owner shall be given a pro-rated credit for the annual maintenance charge from March 1 to the date on which such owner acquires title.

The annual charge may be adjusted or reduced from year to year by the Board of Directors of the Association as the maintenance needs of Arrowhead Road, or other duly approved projects, in its judgment, may require.

The Association shall have a lien on all the lots in the subdivision to secure the payment of maintenance charges due and to become due, and all the record owners of such lots shall be personally liable for all the maintenance charges. Upon demand, the Association shall furnish to any owner of mortgagee or person interested a certificate showing the unpaid maintenance charges against any lot or lots. The Association may, in its discretion, subordinate in writing, for limited periods of time, any liens of the Association against any lot or lots for the benefit or better security of a mortgagee.

I. Officers and Duties. The Board of Directors may appoint or elect a President, a Vice-President, a Secretary, and a Treasurer. The terms of office for each of the officers shall be one year, unless sooner terminated. Officers shall take office immediately upon appointment of election, and must be members of the Association.

1. **President.** Subject to the direction of the Board of Directors, the President shall be the Chief Executive Officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board. The President may appoint committees, and shall be an ex-official member of all committees.

2. **Vice-President.** The Vice-President shall have power to perform such duties as may be assigned to him by the Board of Directors, or the President. In case of the absence or disability of the President, the duties of that office shall be performed by the Vice-President.

3. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the member's meetings and the books provided for that purpose; he

shall have custody of all corporate books and documents and papers as directed by the Board, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

4. Treasurer. The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the Association and shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or by the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require.

J. Notice. Whenever, according to these bylaws, a notice shall be required to be given to any member or director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same, postage prepaid, in the U.S. mail, addressed to such member or Director as his address appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of the giving of such notice. The Secretary shall be responsible both for mailing such notice. Any notice of a meeting or other action of the membership or of the Board of Directors shall be made at least ten (10) days prior to the date of the meeting.

Any notice required to be given by these bylaws may be waived by the person entitled thereto.

ENFORCEMENT

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real estate situated in said A - B Country Estates, or for the Homeowner's Association, to prosecute proceedings at law or equity against the person or persons violating or attempting to violate any of such covenants and to recover damages for such violation.

BINDING EFFECT

These covenants shall run with the lands and lots in the subdivision and shall be binding upon all parties and persons claiming under them.

AMENDMENTS

The provisions contained herein may be amended by the Association in a duly constituted meeting for such purpose, if such amendment is approved by the owners of three fourths (3/4) of the lots or tracts in the subdivision.

SEVERABILITY

Invalidation of any of these covenants or part thereof by judgment or Court Order shall in no way effect any of the other provisions of these covenants which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of A-B Country Estates do hereby cause this instrument to be executed the 14th day of February 1983.

Allen A. Miller

Allen A. Miller

Betty J. Miller

Betty J. Miller

STATE OF WYOMING }
COUNTY OF COSHEN } SS

The foregoing instrument was acknowledged before me by Allen A. Miller and Betty J. Miller, husband and wife, the 14 day of February 1983.

Jack B. Schwartzkopf - Notary Public
COUNTY OF STATE OF
COSHEN WYOMING
My Commission Expires May 24, 1985

Jack B. Schwartzkopf

Notary Public

My commission expires: May 24, 1985