

DECLARATION OF RESTRICTIONS,
CONDITIONS AND PROTECTIVE COVENANTS

This Declaration is made this 21st day of July, 2005, by the Town of Burlington, authorizing the same, and affecting all of the following described real property in the Town of Burlington, Big Horn County, Wyoming.

Any and all lots and blocks within the Husky Addition to the Town of Burlington, Wyoming, within Tract 73, Township 52 North, Range 96 West, of the 6th P.M., Big Horn County, Wyoming

WHEREAS, the undersigned entity wishes to establish restrictions, conditions, and protective covenants for said real property described above, located in the Town of Burlington, Big Horn County, Wyoming.

NOW THEREFORE, the undersigned does hereby make, publish, declare and improve upon all the above-described property, the following restrictions and limitations governing the use of said property. Said restrictions and limitations on use, shall be and constitute covenants running with the land and each portion thereof, and shall be binding upon the undersigned, their heirs, successors, grantees, and assigns.

NOW THEREFORE, the restrictions, conditions and protective covenants for the above described real property are hereby established in their entirety to read as follows:

Covenant #1: The above described property shall be used exclusively for single family residential purposes, and no commercial business or trade or livestock feeding operation enterprise shall be allowed thereon. Home occupations, as defined in the Burlington Zoning Ordinance, as it may be adopted and amended from time to time, are acceptable.

Covenant #2: No person or entity, except the Town of Burlington, shall own more than two lots. All covenants shall apply to both lots. The Town of Burlington is entitled to own an unlimited number of lots.

Covenant #3: All stick built homes shall be at least 1200 square feet on the ground level, all modular and manufactured housing with a minimum width of 24 feet shall be at least 1000 square feet and all manufactured housing with a minimum width of 12 feet shall be at least 700 square feet. All modular and manufactured housing shall have been constructed after 1976 and in accordance with the Uniform Building Code and in accordance with the Burlington zoning Ordinance as it may be adopted and amended from time to time. All stick built homes shall be constructed in accordance with the Uniform Building Code and in accordance with the Burlington Zoning Ordinance, as it may be adopted and amended from time to time.

Covenant #4: Construction of the external details of structures shall be completed within one year from the time of commencement of construction. No incomplete structure shall be used as a residence. No tent, shack, barn or other out building shall at any time be used as a residence, either temporary or permanent. Construction shall commence within two years of purchase of land or the

lot or lots shall revert back to the Town of Burlington. The Town of Burlington shall reimburse the purchase price that was paid to the Town of Burlington. If a homeowner owns more than one lot, and construction has been completed on one lot, the remaining adjacent lot shall be exempt from reversion. If at a later date the lot is resold, the new landowner shall commence construction within two years of the date of sale or the lot shall revert to the Town of Burlington. The Town of Burlington shall reimburse the purchase price that was originally paid to the Town of Burlington.

Covenant #5: No shelter other than approved structures shall be used as a dwelling place except during construction or improvements. Approved structures during construction include licensed camp trailer, finished basement, and apartment or guest quarters in garage.

Covenant #6: No building or dwelling shall be located on any residential lot nearer than 25 feet from the front line and not nearer than 10 feet from the side or rear lot lines.

Covenant #7: Out-buildings are defined as any structure on the property other than the dwelling place. No out-building shall be located nearer than 10 feet to any lot line. There shall be a maximum of two out-buildings and no out-building shall be larger than 1600 square feet.

Covenant #8: All motor vehicles on property must have a current registration or license plate unless stored within a structure.

Covenant #9: Fences cannot exceed 5 feet in height. Solid fences may only be constructed along side and rear property lines. Front fences may be no more than 50% solid and the home and structures must be visible from the front property line through any fence. All fences shall be neat and kept in good repair and are the sole responsibility of the owner. No steel posts or barbed wire fences shall be allowed.

Covenant #10: No lot and any portion of the lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall not be kept or allowed to remain on any lot except in sanitary containers.

Covenant #11: Manufactured homes with a width of 18 feet or less shall only be allowed on all of Block #1 and Block #2, Lots 1-3. Manufactured or modular homes with a width of 20 feet or more shall be allowed on Block #2, Lots 4-6, all of Block #3 and all of Block #4. All dwellings and other buildings to be erected on all of Blocks #5, #6, #7, #8 and #9 shall be of new frame construction and may not be moved from another location.

Covenant #12: No commercial vehicles, farm equipment, construction or like equipment or fuel tanks shall be permitted to remain on any portion of the described property, nor shall the property be used as temporary or permanent storage of any motor vehicle which is in a state of disrepair or which is being used to supply substitute or junk parts for other vehicles. Property may not be used as temporary or permanent storage of construction or other materials to be used elsewhere.

Covenant #13: No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Covenant #14: Each lot is a member of the Husky Addition Property Owner's Association and the owners thereof shall have one vote for each ¼ acre owned.

Covenant #15: All construction plans must be approved by the Architectural Control Committee of the Husky Addition Property Owner's Association before commencing construction. The Architectural Control Committee shall consist of three individuals elected by majority vote of the lot owners of the Husky Addition. Each owner shall have one vote for each ¼ acre owned.

Covenant #16: No animals, livestock or poultry of any kind shall be raised, bred, or kept for any purpose. Animals shall be limited to dogs and cats

Covenant #17: All surface areas disturbed by construction shall be promptly planted and landscaped. Each lot will be maintained and kept free of weeds.

Covenant #18: All costs of operation and maintenance of the irrigation system shall be borne by the Husky Addition Property Owner's Association through the collection of dues and special assessments. Each lot shall have one vote in the Property Owner's Association, and a majority vote of the lot owners shall determine the assessment to the association each and every year. Each owner shall have one vote for each ¼ acre owned. The assessment shall be a lien on the lots owned by the Property Owner within the Husky Addition, and may be foreclosed upon for nonpayment.

Covenant #19: All restrictions and building standards set forth in the Burlington Zoning Ordinance as it is adopted and amended from time to time shall apply to the property herein described.

Enforcement of the above covenants shall be by restraining order and/or damages. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

ENFORCEMENT PROVISIONS

BINDING EFFECT OF DECLARATION. Each purchaser and grantee of any portion of the above described real property which are subject to the above covenants, reservations and restrictions, by acceptance of a deed conveying title thereto do accept each and all of the provisions, restrictions, conditions, covenants, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with the undersigned owner and to and with the grantees and subsequent owners of each of said parcels within the above described real property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

TERM. All the provisions, conditions, covenants, restrictions, and agreements shall continue and remain in full force and effect at all times against all said parcels and the owners and occupants thereof, subject to the right of change or modification provided hereinabove and shall remain in effect for a period of twenty-five (25) years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless, by a written duly recorded agreement executed by the then owners of 75% of the property within the above described real property, the terms and provisions are changed, modified, annulled, abrogated, in whole or in part.

AMENDMENTS OR MODIFICATIONS. Any and all of the provisions of this Declaration of Restrictions, Conditions and Covenants may be annulled, amended or modified by filing in the office of the County Clerk of Big Horn County, Wyoming, an instrument setting forth such annulment, amendment or modification executed by 75 percent of the then owners of record of all of the lots within the Husky Addition to the Town of Burlington. Each owner of each lot shall have one vote for each ¼ acre owned (even though multiple lots may be owned by the Town of Burlington) in determining the 75 percent needed for change.

INVALIDATION. In the event any one or more of these covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, none-the-less, remain in full force and effect for and during the full term hereof.

ENFORCEMENT/ATTORNEY FEES AND COSTS. Any owner of any portion of the above-described real property may enforce compliance with the provisions hereof by commencing an action for injunction, for remedial measures, and/or damages or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against any owner or occupant of any owner who violates any of the covenants herein contained or any rules, or regulations. The owner of any portion of the above-described real property who violates or breaches any covenant herein or the rules or regulations herein established, shall pay all costs including reasonable attorney's fees, incurred by any person or persons who shall commence the legal proceeding to enforce any of the provisions hereof or any of the rules or regulations herein named.

IN WITNESS WHEREOF, this Declaration of Restrictions, Conditions, and Protective Covenants has been executed this 21st day of July, 2005, and was authorized by vote of the Town Council of the Town of Burlington, Wyoming on July 19, 2005.

Town of Burlington, Wyoming

By: _____
Randall A. Gormley, Mayor

ATTEST: _____
Mary L. Howard, Town Clerk

STATE OF WYOMING }
COUNTY OF BIG HORN }

The above and foregoing instrument was acknowledged before me this 21st day of July, 2005, by Randall A. Gormley, Mayor of the Town of Burlington, Wyoming.

Witness my hand and official seal.

Notary Public

My commission expires:

**FIRST AMENDMENT TO THE
DECLARATION OF RESTRICTIONS, CONDITIONS
AND PROTECTIVE COVENANTS OF THE
HUSKY ADDITION TO THE TOWN OF BURLINGTON**

The Town of Burlington, Wyoming, being the owner of more than 75 percent of the lots within the Husky Addition to the Town of Burlington, hereby makes this First Amendment to the Declaration of Restrictions, Conditions and Protective Covenants of the Husky Addition to the Town of Burlington. The Husky Addition is described as follows:

Any and all lots and blocks with the Husky Addition to the Town of Burlington, Wyoming, within Tract 73, Township 52 North, Range 96 West, of the 6th P.M., Big Horn County, Wyoming.

Said Declaration of Restrictions, Conditions and Protective Covenants of the Husky Addition to the Town of Burlington is hereby amended as follows:

1. Covenant #11 is hereby amended in its entirety to now read as follows:

Covenant #11. Manufactured homes, modular homes or dwellings of new frame construction shall be allowed on all of Block #1. Modular homes with a width of 20 feet or more shall only be allowed on Block #2, Block #3 and Block #4. All dwellings and other buildings to be erected on all of Blocks #5, #6, #7, #8, and #9 shall only be of new frame construction and may not be moved from another location.

2. All other terms of Declaration of Restrictions, Conditions and Protective Covenants of the Husky Addition to the Town of Burlington, recorded on July 21, 2005 in the records of the Big Horn County, Wyoming Clerk as Document #947988, Book SD75, Pages 1977-1981, shall remain as originally written and restrictions, Conditions and Protective Covenants are hereby affirmed.

This First Amendment to the Declaration of Restrictions, Conditions and Protective Covenants of the Husky Addition to the Town of Burlington was approved by the Town Council of the Town of Burlington, Wyoming, at a regularly scheduled meeting on April 14, 2009.

DATED this 16 day of April, 2009.

Town of Burlington, Wyoming

By: _____
Kenneth Hockley, Mayor

ATTEST: _____
Town Clerk

STATE OF WYOMING }
COUNTY OF BIG HORN }

The above and foregoing instrument was acknowledged before me this 16th day of April, 2009, by Kenneth Hockley, Mayor of the Town of Burlington, Wyoming.

Witness my hand and official seal.

Notary Public

My commission expires:
