

DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

COMES NOW HERMAN COLE, DARRYL LYNDE and DOUGLAS T. MARQUISS  
of Gillette, Wyoming, being the owners of the following  
described real property, to-wit:

Township 52 North, Range 73 West, 6th P.M.  
Campbell County, Wyoming

Section 25: W1/2 W1/2

Section 26: N1/2 S1/2, S1/2 N1/2 SE1/4 SE1/4

Section 27: NE1/4SE1/4

hereby made the following declarations as to limitations,  
restrictions, and uses to which said land may be put and  
herèby specifies that such declarations which constitute  
covenants, conditions and restrictions to run with the land  
and shall be binding on all parties and all persons claiming  
under them and for the benefit of and limitations on all  
future owners, this declaration of restrictions being  
designed for the purposes of keeping the subdivision desirable  
for the uses as specified herein:

1. No building shall be erected, placed, or permitted  
on the premises, other than two detached single or dual  
family dwelling not to exceed two and one-half stories in  
height and a private garage for not more than 3 cars.
2. No basement, tent, shack, garage, barn or other  
out building shall at any time be used as a residence,  
temporarily or permanently, no shall any structure of a  
temporary character be used as a residence.
3. Provided that any tract or lot may also have a barn,  
roping arena or structure for the use of livestock, so

long as the same is built and maintained in a manner to conform to construction on other adjoining tracts or lots and not depreciate the use or value of the other tracts in the above-described area.

4. No more than two swine or goats shall be kept or allowed upon the lands at any time, and no commercial feed lots for confined feeding shall be allowed or permitted.

5. No junk vehicles, auto wrecking yards, salvage yards or storage of unused automobiles shall be allowed or permitted. All garbage, trash and other debris of any type or nature shall be promptly hauled off the premises and shall not be allowed to accumulate. However, a sanitary land fill which is out of sight of all adjoining property shall be allowed in accordance of the laws, rules and regulations of the State of Wyoming.

6. No signs shall be erected which may be more than six square feet.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.

8. All fences shall be as provided by the laws of the State of Wyoming.

These covenants are to run with the land and shall be binding on all parties and their successors for a period of twenty-five (25) years from April 1, 1976, 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 then owners of the subject lands has been recorded agreeing to change said covenants in whole or in part. These covenants may be amended or altered at any time upon the written approval of the then owners of 100 per cent of the above-described property. Any owner shall have the right to maintain an action against the person

or persons violating said covenants to seek injunctive relief in which event the Defendant, if found in violation of these covenants, shall pay all costs of maintaining such suit, including a reasonable attorney fee, and shall, furthermore, pay as liquidated damages to the Plaintiff the sum of \$100.00 per day said violations occurred. No such suit shall be maintained until written notice has been given to the alleged violator, and the alleged violator shall then have ten (10) days within which to cure and correct said defect.

In validation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

DATED This 27<sup>th</sup> day of September, 1976.

STATE OF WYOMING } ss. 4120.93  
Campbell County }  
Filed for record this 4<sup>th</sup> day of November  
A. D., 19 76 at 1:18 o'clock P. M. and re-  
corded in Book 359 of Photos  
on page 314 of Fees \$ 6.50  
County Clerk and Ex-Officio Register of Deeds  
By Dorothy Reber  
Deputy

Herman Cole  
Herman Cole  
HERMAN COLE and Herman Cole, as  
attorney in fact for Lucille Cole  
Darryl Lynde  
DARRYL LYNDE  
Douglas T. Marquiss  
DOUGLAS T. MARQUISS

STATE OF WYOMING )  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 1976 by HERMAN COLE, DARRYL LYNDE and DOUGLAS T. MARQUISS.

Leah W. Thibault, Jr., Notary Public  
County of Campbell State of Wyoming  
My Commission Expires June 24, 1978

Douglas T. Marquiss  
NOTARY PUBLIC

DECLARATION

513665

OF

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE BREDTHAUER-WEST SUBDIVISION

COMES NOW CHARLES E. BREDTHAUER and CINDY S. BREDTHAUER, of  
Gillette, Wyoming, being the owners of the following described  
real property, to-wit:

Township 52 North, Range 73 West, 6th P.M.  
Campbell County, Wyoming

Section 26: NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$

Also described as Bredthauer-West Subdivision  
lots 1-14

and in order to establish a general plan for improvements and  
development of the property, Charles E. Bredthauer and Cindy S.  
Bredthauer, hereinafter called the declarants desire restrictions  
upon and subject to which all the property shall be held, improved  
and conveyed.

Declarant hereby declares that all of the properties described  
above shall be held, sold and conveyed subject to the following  
restrictions, covenants and conditions which are for the purpose  
of protecting the value and desirability of the property and  
which shall run with the real property and be binding on all  
parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and  
assigns, and shall inure to the benefit of each owner thereof,  
and which are not intended to be merely personal.

DURATION OF THE COVENANTS

These covenants are to run with the land and shall be  
binding on all parties and all persons claiming under them for a  
perpetual length of time from the date these covenants are  
recorded. No change shall be allowed to these covenants unless  
an instrument signed by seventy five percent (75%) of the owners  
of the lots has been recorded agreeing to the change of said  
covenants in whole or in part. Any owner shall have the right to  
maintain an action against the person or persons violating such  
covenants to seek injunctive relief, or damages. The defendant,  
if found in violation of these covenants, shall pay all costs of

maintaining such suit including a reasonable attorneys fee, and shall furthermore pay as liquidated damages to the plaintiff the sum of \$100.00 per day said violations occur. No such suit shall be maintained until written notice has been given to the alleged violator(s) and the alleged violator(s) shall then have ten days with in which to cure and correct said defect.

Invalidation of any one or more of the covenants or conditions hereof by a Court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

#### RESTRICTIONS UPON USE

##### A) QUALITY OF DWELLINGS

The property included within the Bredthauer-West Subdivision shall be used for single family residential purposes only. Any building constructed or erected thereon shall be of a design and quality of construction so as to maintain a good appearance. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, materials and outward appearance, and a written permit issued therefor.

The Architectural Control Committee to be comprised of three persons selected by the undersigned Developer. 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 shall have the full authority to designate a successor.

##### B) DWELLING SIZE

1. No buildings shall be erected, placed, or permitted on the premises, other than one single family dwelling not to exceed two and one-half stories in height and a private garage for not more than 3 cars.

2. Provided however that 2 mobile homes may be placed on a five acre tract. All such mobile homes shall be skirted and shall be of good outward appearance so as not to depreciate the

value of the land, and shall be approved by the architectural committee prior to their being placed on a lot.

3. Provided, however, that any tract or lot may also have a barn, roping arena or structure for the use of livestock, so long as the same is built and maintained in a manner to conform to construction on other adjoining tracts or lots and not depreciate the use or value of the other tracts in the above-described area.

4. No basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character other than a mobile home as previously described be used as a residence or otherwise.

C) PETS AND OTHER ANIMALS

No more than two swine or goats shall be kept or allowed upon the lands at any time, other animals shall be allowed, however no commercial feed lots for confined feeding shall be allowed or permitted, nor shall any commercial animal husbandry be allowed.

In the event dogs are kept on the property, the owner shall insure they are restrained to his lot.

D) CONDITION OF PROPERTY

1. No junk vehicles, auto wrecking yards, salvage yards or storage of unused automobiles shall be allowed or permitted. All garbage, trash and other debris of any type or nature shall be contained in a clean and sanitary facility and shall be removed not less than twice a month.

2. No signs shall be erected which may be more than six square feet in size.

3. The owner of each lot shall insure that weeds are cut prior to July 15th of each year if necessary.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.

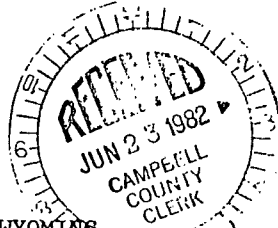
5. No lot or lots owner shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet of other owners or occupants of any other lot.

6. The owner of any interest in any lot or of any lots whether by warranty deed or contract is hereby prohibited from selling a portion of a lot or lots to a third party so as to create a new legal description of any lot or lots.

7. No part of the residential properties shall ever be used or caused to be used for any commercial business, manufacturing, mercantile storing, vending or such other non-residential purposes including but not limited to stores, shops, repair shops, storage facilities or repair garages, restaurants, dance halls, or other public places of amusement.

8. Any electrical lines, phones lines and the like installed by buyers of lots shall be placed underground.

DATED this 23rd day of June, 1982.



Charles E. Bredthauer  
CHARLES E. BREDTHAUER

Cindy S. Bredthauer  
CINDY S. BREDTHAUER

STATE OF WYOMING )  
COUNTY OF CAMPBELL )

ss.

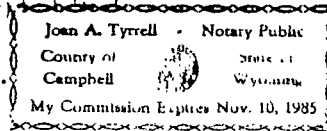
Charles E. Bredthauer Attorney-in-Fact  
LEALAND WEST by Charles E. Bredthauer  
Attorney-in-Fact

The foregoing instrument was acknowledged before me this 23 day of June, 1982, by Charles E. Bredthauer and Cindy S. Bredthauer.

Witness my hand and official seal.

Joan A. Tyrrell  
Notary Public

My Commission Expires: Nov. 10, 1985  
STATE OF WYOMING )  
COUNTY OF CAMPBELL )



The foregoing instrument was acknowledged before me this 23 day of June, 1982, by Charles E. Bredthauer as an individual and as Attorney-in-fact for Lealand West.

Witness my hand and official seal.

Joan A. Tyrrell  
Notary Public

My Commission Expires:  
Nov 10, 1985

