

430225

DECLARATION

TO

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
 LOMAS PINTADAS ESTATES

COMES NOW CHARLES H. COOK and NELLE E. COOK, husband and wife and BOB, a Wyoming Co-Partnership whose partners are ROBERT F. BARLOW, MILTON B. WILLIAMS, and OSTLUND INVESTMENTS, a Co-Partnership whose partners are AXEL R. OSTLUND and JOHN C. OSTLUND, being the owners of the following-described real property, to-wit:

Township 50 North, Range 73 West, 6th P.M.
 Campbell County, Wyoming.

Section 28: SW1/4NE1/4; S1/2NW1/4; N1/2SW1/4;
 SE1/4SW1/4

Section 29: SE1/4NE1/4; NE1/4SE1/4

Section 33: NE1/4NW1/4

also including

Hines First Addition in the County of Campbell, Wyoming, located in the NW1/4NW1/4 and in the NE1/4NW1/4 of Section 28, Township 50 North, Range 73 West 6th P.M., and the NE1/4NE1/4, Section 29, T. 50 N., R. 73 W., 6th P.M.

Commencing at the NW Corner of Section 28 which is evidenced by a Brass Cap, run along the Section line S 0°36'20" W a distance of 1363.10 feet to a Metal Cap at the 1/16 Corner and the true point of beginning; thence S 88°38'40" W along the 1/16 line a distance of 1323.28 feet to a Metal Cap at the 1/16 Corner, thence N 0°42'20" E a distance of 7.00 feet to a point on the Southerly Boundary of Montgomery Road; thence N 88°31'40" W along said Boundary a Distance of 938.07 feet to the beginning of a curve (Curve data R=300', interior angle = 35°48'40"); thence Northeasterly along said Curve a distance of 206.26 feet to the end of the curve; thence N 52°43'00" E a distance of 626.80 feet to the beginning of a curve (Curve data R=400', interior angle = 59°55'40"); thence Easterly along said curve a distance of 387.00 feet to the end of the curve, thence S 67°21'20" E a distance of 1243.86 feet to a point on the 1/16 line, thence S 89°31'40" W a distance of 501.76 feet to a 1/16 corner, thence S 89°31'40" W a distance of 1317.93 feet and the point of beginning.

Containing 13.89 acres, more or less.

STATE OF WYOMING } ss.
 Campbell County }
 Filed for record this 13th day of DECEMBER A. D., 19 77 at 1:30 o'clock P. M. and recorded in Book 400 of PHOTOS on page 345 Fees \$ 7.75

Virvan E. Addison RECORDED
 County Clerk and Ex-Officio Register of Deeds ABSTRACTED
 INDEXED
 CHECKED ✓

By W. Dorothy Adams
 Deputy

430225

Excluding from the above described lands the following described tract:

Cooks First Addition in the County of Campbell, Wyoming, located in the SE1/4NW1/4 and SW1/4NE1/4 of Section 28, Township 50 North, Range 73 West, 6th P.M.

Commencing at the NW Corner of Section 28 which is evidenced by a Brass Cap, run along the Section line S 0°36'20" W a distance of 1363.10 feet to a 1/16 Corner; run N 89°31'40" E along 1/16 line a distance of 1973.51 feet to the true point of beginning; thence N 89°31'40"E along 1/16 line a distance of 662.35 feet to a Metal Cap at the 1/16 corner; thence N 89°31'40" E along the 1/16 line a distance of 1317.93 feet to a Metal Cap at the 1/16 Corner; thence S 0°20'40" W along 1/16 line a distance of 161.77 feet to a point on the curving Northerly Boundary of Montgomery Road (curve data R = 400.00 feet, interior angle = 41°35'); thence Southwesterly along said curving boundary a distance of 30.44 feet; thence S 42°15'00" W a distance of 409.87 feet to the beginning of a curve (curve data R = 350 feet, interior angle = 70°23'40"); along said curve a distance of 396.16 feet to the end of the curve; thence N 67°11'20" W a distance of 1434.66 feet and the point of beginning.

Containing 15.44 acres, more or less.

hereby make the following declarations as to limitations, restrictions, and uses to which said land may be put and hereby 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 one 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 buildings shall at any time be used as a residence, 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 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 or 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 October 1, 1977, 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 violation 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 effect any of the other provisions herein contained which shall remain in full force and effect.

DATED this ___ day of October, 1977.

CHARLES H. COOK

NELLE E. COOK

BOW, a Wyoming Co-Partnership

by *Robert F. Barlow*
ROBERT F. BARLOW

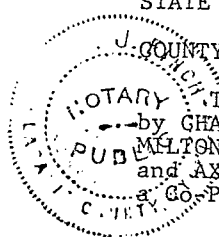
by *Milton B. Williams*
MILTON B. WILLIAMS

OSTLUND INVESTMENTS, a Co-Partnership

by *Axel R. Ostlund*
AXEL R. OSTLUND

by *John C. Ostlund*
JOHN C. OSTLUND

STATE OF WYOMING)
J. COUNTY OF CAMPBELL)



The foregoing instrument was acknowledged before me by CHARLES H. COOK and NELLE E. COOK, and ROBERT F. BARLOW, MILTON B. WILLIAMS for BOW, a Wyoming Co-Partnership and AXEL R. OSTLUND, JOHN C. OSTLUND for OSTLUND INVESTMENTS, a Co-Partnership.

NOTARY PUBLIC

4 36950

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

COMES NOW CHARLES H. COOK and NELLE E. COOK, husband and wife, and BOW, a Wyoming Co-Partnership whose partners are ROBERT F. BARLOW, MILTON B. WILLIAMS, OSTLUND INVESTMENTS, a Co-Partnership whose partners are AXEL R. OSTLUND and JOHN C. OSTLUND, being the owners of the following described real property, to-wit:

Township 50 North, Range 73 West, 6th P.M.,
Campbell County, Wyoming

Sec. 28: SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
excepting from the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ the
following parcel of land:

Commencing at the NW Corner of Section 28 which is evidenced by a Brass Cap, run along the Section line S 0°36'20" W a distance of 1363.10 feet to a 1/16 Corner; run N 89°31'40" E along 1/16 line a distance of 1973.51 feet to the true point of beginning; thence N 89°31'40" E along 1/16 line a distance of 662.35 feet to a Metal Cap at the 1/16 corner; thence N 89°31'40" E along the 1/16 line a distance of 1317.93 feet to a Metal Cap at the 1/16 Corner; thence S 0°20'40" W along 1/16 line a distance of 161.77 feet to a point on the curving Northerly Boundary of Montgomery Road (curve data R = 400.0 feet, interior angle = 41°35'); thence Southwesterly along said curving boundary a distance of 30.44 feet; thence S 42°15'00" W a distance of 409.87 feet to the beginning of a curve (curve data R = 350 feet, interior angle = 70°23'40"); along said curve a distance of 396.16 feet to the end of the curve; thence N 67°11'20" W a distance of 1434.66 feet and the point of beginning. Containing 15.44 acres, more or less.

Sec. 29: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

hereby make the following declarations as to limitations, restrictions, and uses to which said land may be put and hereby specifies that such delarations 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 basement, tent, shack, garage, barn or other out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

2. 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.

3. No more than two (2) swine and two (2) goats shall be kept or allowed upon any tract or lot at any time, and no commercial feed lots for confined feeding shall be allowed or permitted.

4. 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.

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

6. 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.

7. 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 ten (10) years from April 1, 1976, after which time said covenants shall be automatically extended for a successive period 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 injunction 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, futhermore, 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 22 day of February, 1978.

Charles H. Cook
Charles H. Cook

Nelle E. Cook
Nelle E. Cook

BOW, a Wyoming Partnership
By Robert F. Barlow
Robert F. Barlow

By Milton B. Williams
Milton B. Williams

OSTLUND INVESTMENTS, a Co-Partnership
By Axel R. Ostlund
Axel R. Ostlund

By John C. Ostlund
John C. Ostlund

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The foregoing Declaration of Protective Covenants, Conditions and Restrictions was acknowledged before me by Robert F. Barlow and Milton B. Williams for BOW, a Wyoming Partnership, this 22 day of February, 1978.

Witness my hand and official seal.

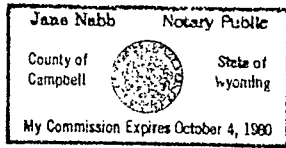
Notary Public Seal

Thomas J. [Signature]
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Declaration of Protective Covenants, Conditions and Restrictions was acknowledged before me by Charles H. Cook and Nelle E. Cook, husband and wife, this 25th day of April, 1978.

Witness my hand and official seal.

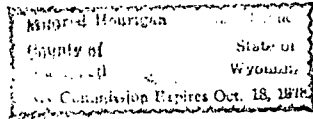


Jane Nabb
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Declaration of Protective Covenants, Conditions and Restrictions was acknowledged before me by Axel R. Ostlund and John C. Ostlund for Ostlund Investments, a Co-Partnership, this 27th day of February, 1978.

Witness my hand and official seal.



Edward Bourigan
Notary Public

STATE OF WYOMING) ss.
Campbell County)
Filed for record this 25th day of April, 1978 A. D., at 4:00 o'clock P. M. and recorded in Book 416
of Photos on page 43 Fees \$ 2.00

William E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Notary Public
Deputy