

484818

RESTRICTIVE COVENANTS

The undersigned, MILTON L. COULTER, being the free owner of the following real property: A tract of land located in a part of the NW¼ of Section 34 Township 50 North, Range 72 West of the 6th Principal Meridian, Campbell County, Wyoming, 4-J Subdivision third filing, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting the said declarations shall constitute covenants to run with all of the land above described, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of the limitation of all future owners in said subdivision or present owners consenting thereto by their signatures being affixed thereto.

1. No lot shall be used for more than a (2) two family residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot for use by more than (2) two family dwelling not to exceed two and one-half stories in height.

a. Provided further, a business office or a hometype business, such as a beauty shop, may be located in the dwelling without being a violation. No commercial or industrial type business, however, shall be conducted on said premises.

2. No permanent unit shall be erected on the premises having less than a total square foot area of 850 feet.

3. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become and annoyance or nuisance to the neighborhood.

4. No livestock shall be kept on the lands.

5. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept clean and sanitary.

6. The premises shall, at all times, be maintained in a neat and orderly fashion by the owners.

7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of (30) thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10) ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

8. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations. All construction

STATE OF WYOMING

ss.

Campbell County

Filed for record this 3rd day of Sept. A. D., 19 80 at 2:42 o'clock P M. and recorded in Book 521 of Photos on page 509 Fees \$ 10.75

Virgil E. Addison
County Clerk Officio Register of Deeds

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ABSTRACTED
INDEXED
CHECKED

By Milton L. Coulter
Deputy

484818

shall be new and no buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing.

9. Party Walls.

a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

9. Building Locations.

a. No building shall be located on any lot nearer to any lot line than the minimum building setback lines provided by City and/or County ordinance restrictions.

b. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilites, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

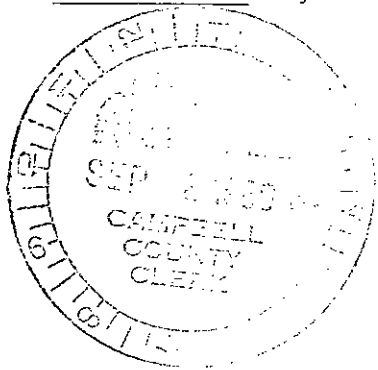
12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

13. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

14. Architectural Control Committee. The architectural control committee is composed of the following: Milton L. Coulter, P.O. Box 909, Deb Bricker, P.O. Box 42, and Susan Lempka, 2504 Cascade, all of Gillette. 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 full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restor to it any of its powers and duties.

15. Enforcement shall be by the proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

DATED this 2nd day of September, 1980.



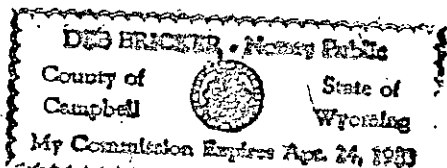
Coulter, Incorporated,

Milton L. Coulter

Milton L. Coulter,
President

The foregoing instrument was acknowledged before me this 2nd day of September, 1980, by Milton L. Coulter.

Witness my hand and official Seal.



Deb Bricker
Signature
Notary
Title

Return to:

K & K PROPERTIES
P. O. Box 424
Gillette, Wyoming 82716

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492845

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS FOR DUPLEX

THIS DECLARATION is made this 5 day of March,
1981, by K & K Properties, a Montana partnership, hereinafter referred
to as "Declarant".

1. Whereas the declarant is the owner of certain property situ-
ated in the City of Gillette, County of Campbell, State of Wyoming, more
particularly described in Exhibit "A" which is attached hereto and
incorporated herein by reference.

2. Whereas declarant has divided Lot 22 with improvements
located thereon into two (2) separate parcels, each containing one
dwelling unit to be designated as Lots 22A & 22B, Block 26, 4J
Subdivision, Phase 3, Gillette, Campbell County, Wyoming.

3. Whereas, declarant desires to convey Lots 22A & 22B, Block
26 as separate units with a dwelling unit thereon and connected by a
party wall, with a dwelling on the adjoining parcel of the original lot.

4. Whereas, declarant is conveying the lots subject to certain
protective covenants, conditions, restrictions, reservations, and ease-
ments as hereinafter set forth; therefore declarant hereby declares that
all of Lots 22A & 22B as described above shall be held, sold, and
conveyed subject to the following covenants, conditions, restrictions,
reservations, and easements. The covenants, conditions, restrictions,
reservations, and easements shall run with the above described real
property and shall be binding upon and inure to the benefit of all
parties having any right, title or interest in the above described
properties and their heirs, personal representatives, administrators,
successors, and assigns.

SECTION ONE

PARTY WALL

1. The East wall of the building located
on Lot 22A and the West wall of the building located
on Lot 22B form a common wall and the boundary between Lots 22A and
22B. This wall shall be a party wall and the parties shall have

landscape of each unit shall be neatly and regularly maintained, including the removal of accumulated snow and ice from sidewalks and walkways.

2. All utilities, fixtures and equipment installed within the unit commencing at a point where the utility lines, wires, conduits, or systems enter the exterior walls of a unit shall be maintained and kept in repair by the owner thereof.

3. Mechanics or materialmens liens shall apply only to the particular lot upon which benefit was conferred by the labor or material. In any event, the owner or occupants incurring the mechanics or materialmens lien shall save and hold harmless the owner of the adjoining lot from any liability costs or expenses resulting from the lien.

4. In the event of destruction of an adjoining dwelling unit or any portion thereof, each unit so destroyed shall be repaired or rebuilt at the expense of the owner of the individual unit and finished as close to the original as possible.

5. The structural exterior of each unit shall not be changed or altered in any manner without the consent of the adjoining unit owner. The exterior of the adjoining unit shall be decorated with a uniform color or colors to be agreed upon in writing by the adjoining unit owners.

6. The enclosing of any lot by a fence wall or other physical barrier is permissible. The physical barrier shall not extend across the dividing line as shown on Exhibit "A" between the two lots.

ARTICLE THREE

CROSS-EASEMENT FOR UTILITIES

1. There is hereby created a blanket cross-easement upon, across, over, and under Lots 22A & 22B and the improvements situated thereon in favor of the owner of each of the lots, for ingress, egress, installation, replacing, repairing, and maintaining all utilities, and for lateral and subjacent support of each unit. It shall be expressly permissible for the companies providing utility services to erect and maintain the necessary equipment on the lots and to affix and maintain pipes, wires, circuits and conduits on, above, across and under the roof and exterior walls of any unit to serve an adjoining unit. Any damages to another owner or occupant pursuant to the exercise of this easement

shall be repaired by the owner exercising the rights pursuant to this easement.

ARTICLE FOUR

REMEDY FOR NONPAYMENT OF JOINT EXPENSES

1. In the event any joint expense or any individual expense incurred by or required to be paid by an owner as provided by the foregoing articles is not paid by that owner within five (5) days after notice of the debt, the amount may be paid by the adjoining unit owner and shall, upon proper recordation with the Clerk and Ex-officio Register of Campbell County, Wyoming, become a lien upon the nonpaying owner's lot and unit, and shall continue to be such a lien until fully paid.

ARTICLE FIVE

1. This declaration shall be perpetual and the covenants herein contained shall run with each lot. The declaration may only be amended by writing, signed by the then record owners of the two lots.

2. Invalidation of any one of these terms and provisions by judgment or court order shall not affect any other term or provision. They shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the declarant herein, has herein set his hand and seal the date and year first above written.

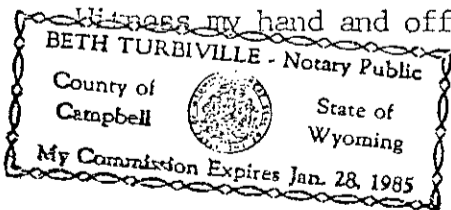
K & K PROPERTIES, a Montana partnership

By

A. R. Sylling
A. R. Sylling

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The above and foregoing Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Duplex was signed before me by A. R. Sylling this 5th day of March, 1981.



Beth Turbiville
Notary Public

PURCHASERS ACKNOWLEDGEMENT

Charles O. Farris Jr.
Charles O. Farris Jr.

Mary H. Farris
Mary H. Farris

K & K PROPERTIES
P. O. Box 424
Gillette, Wyoming 82716

497281

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS FOR DUPLEX

THIS DECLARATION is made this 9th day of March, 1981, by K & K Properties, a Montana partnership, hereinafter referred to as "Declarant".

1. Whereas the declarant is the owner of certain property situated in the City of Gillette, County of Campbell, State of Wyoming, more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

2. Whereas declarant has divided Lot 22 with improvements located thereon into two (2) separate parcels, each containing one dwelling unit to be designated as Lots 22A & 22B, Block 26, 4J Subdivision, Phase 3, Gillette, Campbell County, Wyoming.

3. Whereas, declarant desires to convey Lots 22A & 22B, Block 26 as separate units with a dwelling unit thereon and connected by a party wall, with a dwelling on the adjoining parcel of the original lot.

4. Whereas, declarant is conveying the lots subject to certain protective covenants, conditions, restrictions, reservations, and easements as hereinafter set forth; therefore declarant hereby declares that all of Lots 22A & 22B as described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, reservations, and easements. The covenants, conditions, restrictions, reservations, and easements shall run with the above described real property and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the above described properties and their heirs, personal representatives, administrators, successors, and assigns.

SECTION ONE

PARTY WALL

1. The east wall of the building located on Lot 22A and the west wall of the building located on Lot 22B form a common wall and the boundary between Lots 22A and 22B. This wall shall be a party wall and the parties shall have

STATE OF WYOMING

Campbell County

Filed for record this 11th day of June A. D., 19 81 at 4:04 o'clock P. M. and recorded in Book 559 of Photos on page 223 Fees \$ 12.00

Sivian Addison
County Clerk and Register of Deeds

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INDEXED

By [Signature]
Deputy

497281

the right to use it jointly. It is intended that the owner of each lot shall own his dwelling unit to the center of the party wall separating his unit from the other. In addition, each owner shall have a cross-easement as to the remaining one-half portion of the party wall separating his unit from the other. If it becomes necessary or desirable to repair or rebuild the whole, or any part of the wall, the repairing or rebuilding expense shall be shared equally by the two owners. The costs of repairs and maintenance of the finished surfaces of the party wall which are located within a dwelling unit shall be the sole expense of the owner of that dwelling unit.

2. If the party wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission of one of the record owners, that owner shall rebuild the wall at his own expense and shall compensate the other owner for any damage suffered by that owner. Owners shall be responsible for all acts or omissions of the occupants of their particular lot which may affect the owner of the adjoining lot.

3. It is assumed by the declarant that the party wall lies along the lot lines as shown on Exhibit "A". Should the party wall either not be constructed directly on the dividing line between the two lots or should it shift in any way due to natural forces during its existence, the owner whose townhouse either encroaches upon the lot owned by the other owner shall have an easement as to such encroachment. There is no warranty that the center line of the party wall lies precisely on the dividing line between the lots, and all purchasers of each lot accept the party wall "as is" and shall not hold the declarant liable for encroachments or discrepancies in the boundary lines.

4. The party wall shall be maintained and kept in repair at all times by and at the joint cost of the adjoining owners.

ARTICLE TWO

RESTRICTIONS

1. Each owner shall maintain his property in a manner such that it will not create a nuisance for the adjoining owner or any other person occupying the other unit. In that regard, all rubbish, trash, or garbage shall be regularly removed from each lot by the appropriate owner or occupants at their own expense. The yard and surrounding

landscape of each unit shall be neatly and regularly maintained, including the removal of accumulated snow and ice from sidewalks and walkways.

2. All utilities, fixtures and equipment installed within the unit commencing at a point where the utility lines, wires, conduits, or systems enter the exterior walls of a unit shall be maintained and kept in repair by the owner thereof.

3. Mechanics or materialmens liens shall apply only to the particular lot upon which benefit was conferred by the labor or material. In any event, the owner or occupants incurring the mechanics or materialmens lien shall save and hold harmless the owner of the adjoining lot from any liability costs or expenses resulting from the lien.

4. In the event of destruction of an adjoining dwelling unit or any portion thereof, each unit so destroyed shall be repaired or rebuilt at the expense of the owner of the individual unit and finished as close to the original as possible.

5. The structural exterior of each unit shall not be changed or altered in any manner without the consent of the adjoining unit owner. The exterior of the adjoining unit shall be decorated with a uniform color or colors to be agreed upon in writing by the adjoining unit owners.

6. The enclosing of any lot by a fence wall or other physical barrier is permissible. The physical barrier shall not extend across the dividing line as shown on Exhibit "A" between the two lots.

ARTICLE THREE

CROSS-EASEMENT FOR UTILITIES

1. There is hereby created a blanket cross-easement upon, across, over, and under Lots 22A & 22B and the improvements situated thereon in favor of the owner of each of the lots, for ingress, egress, installation, replacing, repairing, and maintaining all utilities, and for lateral and subjacent support of each unit. It shall be expressly permissible for the companies providing utility services to erect and maintain the necessary equipment on the lots and to affix and maintain pipes, wires, circuits and conduits on, above, across and under the roof and exterior walls of any unit to serve an adjoining unit. Any damages to another owner or occupant pursuant to the exercise of this easement

shall be repaired by the owner exercising the rights pursuant to this easement.

ARTICLE FOUR

REMEDY FOR NONPAYMENT OF JOINT EXPENSES

1. In the event any joint expense or any individual expense incurred by or required to be paid by an owner as provided by the foregoing articles is not paid by that owner within five (5) days after notice of the debt, the amount may be paid by the adjoining unit owner and shall, upon proper recordation with the Clerk and Ex-officio Register of Campbell County, Wyoming, become a lien upon the nonpaying owner's lot and unit, and shall continue to be such a lien until fully paid.

ARTICLE FIVE

1. This declaration shall be perpetual and the covenants herein contained shall run with each lot. The declaration may only be amended by writing signed by the then record owners of the two lots.

2. Invalidation of any one of these terms and provisions by judgment or court order shall not affect any other term or provision. They shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the declarant herein, has herein set his hand and seal the date and year first above written.

K & K PROPERTIES, a Montana partnership

By A. R. Sylling
A. R. Sylling



STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The above and foregoing Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Duplex was signed before me by A. R. Sylling this 9th day of March, 1981.

Witness my hand and official seal.

Lou Rae Witherel
Notary Public

PURCHASERS ACKNOWLEDGEMENT

Greg A. Johnson
Greg A. Johnson

Debra Johnson
Debra Johnson

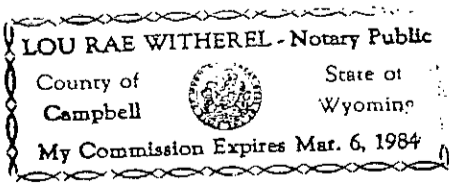


EXHIBIT A

lots 22A and 22B, Block 25 of the subdivision of blocks 1, 2, 5, 6, 7, 8, 11, 12, 13, 14, 26, and 27, Town 3 Subdivision to the City of Gillette, Campbell County, Wyoming, according to the subdivision plat thereof recorded 27 January 1981 in Book 3 of Plans, page 77 of the records of Campbell County, Wyoming.

STATE OF WYOMING

COUNTY OF CAMPBELL

192845

[Signature]
COUNTY CLERK

[Signature]
DEPUTY