

Book 361 of Statutes, Page 107
Fees \$3.25
State of Wyoming)
Campbell County) ss.

Vivian E. Addison, Campbell County Clerk.

RESTRICTIVE COVENANTS
for
NICKELSON LITTLE FARMS
Campbell County, Wyoming

440959

State of Wyoming) Tracts 1-93 as recorded. T.49N, Range 71W, 6th PM
) ss. Campbell Co., Wyo. Sec. 23: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
County of Campbell) Sec. 26: W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Darrell J. Nickelson, Trustee, asserts that it is a fundamental right of free men to own property and do with it as they wish, without infringing upon the rights and liberties of others. Therefore, Darrell J. Nickelson, Trustee, makes only the following restrictions to preserve the quality country living on Nickelson Little Farms.

1. No junkyards shall be maintained on any property, and all garbage and trash and other debris of any type or nature shall be promptly hauled off the premises and not allowed to accumulate.
2. No more than two (2) unlicensed automobiles or trucks shall be allowed on any one property at any time. This does not include legitimate vehicles used in construction work. Storage of construction and farm equipment allowed. No automobile salvage yards.
3. No residence erected upon any of said tracts shall be erected, maintained, or located nearer to any boundary than twenty (20) feet. There is specifically reserved adjacent to each tract line, not a street boundary, a strip ten (10) feet in width as an easement for utility lines (water, sewer, and power), that no building or structure will be placed thereon.
4. Livestock may be kept on property. However, no more than three (3) hogs may be kept on any property. No commercial feedlots permitted.
5. Fences are the liability of adjoining owners, as regulated by the laws of the State of Wyoming. However, Darrell J. Nickelson's, Trustee, obligation will be for construction of perimeter fence only of entire Nickelson Little Farms. All other fencing will be assumed by purchasers. In the event any owner or resident upon said property shall maintain livestock or pets, said owner shall be responsible for constructing such a fence and will restrain and keep all livestock and pets on his own property.
6. All septic tanks are to be at least fifty (50) feet from adjoining properties.
7. No business selling any form of alcoholic beverage shall ever be conducted on any property.
8. No more than two (2) residences for living purposes may be located on any 2 $\frac{1}{2}$ acre tract, whether constructed homes or mobile homes, or combination of these types of houses.
9. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 100% land units.
10. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. Any land owner can bring an action to enforce covenants. Any land owner violating said covenants shall be liable for attorney fees resulting from the enforcement of the foregoing covenants.
12. Drainage culverts are required in road approaches if any drainage prevails and shall not be less than fourteen (14) inches in diameter.
13. Owners of Nickelson Little Farms shall not be liable for construction of utilities. Persons making such installations will be responsible for such construction and will assume liability.

Dated this 30th day of November, 1976.

Signed - Darrell J. Nickelson, Trustee

by R. A. "Dick" Mader
Attorney in Fact

State of Wyoming)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 30th day of November, 1976, by R. A. "Dick" Mader.

Witness my hand and official seal.

State of Wyoming
Notary Public

Signed Beryl C. [Signature]
Notary Public

414023

AMENDMENT TO RESTRICTIVE COVENANTS
FOR
NICKELSON LITTLE FARMS

COMES NOW DARRELL J. NICKELSON, Trustee, and hereby states and says as follows:

WHEREAS, an instrument entitled "Restrictive Covenants for Nickelson Little Farms" was duly recorded in the Office of the County Clerk, Campbell County, Wyoming, in Book ___ of Photos on Page ___ thereof, which said instrument covered Tracts 1-93 of Nickelson Little Farms, which said lands are also described as follows:

TOWNSHIP 49 NORTH, RANGE 71 WEST, 6th P.M.

Section 23: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 26: E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

and,

WHEREAS, DARRELL J. NICKELSON wishes to add an additional covenant thereon as hereafter shown; and

WHEREAS no lands have been sold and said DARRELL J. NICKELSON, Trustee, remains the sole owner of all lands above described.

THEREFORE, the said DARRELL J. NICKELSON, Trustee, does hereby amend the Restrictive Covenants as above described by adding thereto Paragraph No. 14, which said paragraph shall be as follows:

14. The term of these Restrictive Covenants shall be for a period of twenty (20) years from the date hereof, and said Restrictive Covenants shall automatically be renewed for an additional period of twenty (20) years, and thereafter said Restrictive Covenants shall be renewed for an additional term of twenty (20) years unless those persons owning two-thirds (2/3) of the land within the NICKELSON LITTLE FARMS shall file an appropriate instrument prior to the expiration of any twenty (20) year term, either amending or otherwise changing said Restrictive Covenants.

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