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RESTRICTIVE COVENANTS

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COMES NOW the SAGEBRUSH LAND COMPANY, a co-partnership whose partners are R. D. SAUNDERS, H. H. SAUNDERS, D. B. SAUNDERS, L. B. SAUNDERS, M. V. FIELDGROVE, GEORGE KELLAM AND W. E. TYRRELL, said partners being the owners of the Tracts B and C of the PINETREE ADDITION to the City of Gillette, Campbell County, Wyoming, and hereby make the following declarations as to limitations, restrictions, and uses to which said land may be put and hereby specify that such declarations which constitute covenants 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 purpose of keeping the subdivision desirable for the uses as specified herein:

1. No building, whatever, except single or two family dwelling houses or office buildings shall be erected, placed or permitted upon the premises, together with accessory buildings and uses customarily incident to these uses. No mobile homes or trailers of any type or nature shall be permitted. No medical, dental, or health clinics shall be permitted.
2. 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.
3. No manufacturing or industrial enterprise shall be maintained upon said property.
4. No undertaking or funeral services establishment shall be located upon said property.
5. No building shall be in excess of one (1) story tall which shall not exceed thirty feet (30') in height.

6. Construction shall be set back twenty-five feet (25') from the edge of 9th, 10th, and 11th Streets, should the construction border said streets and all construction shall be set back ten feet (10') from the west edge of the twenty foot (20') alley.

It is expressly understood and agreed, that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for Grantor, its heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through Grantor, to institute and prosecute any proceedings of law or in equity against the person or persons violating or threatening to violate against the person or persons violating or threatening to violate the same. In the event such action is successfully maintained, the Defendant shall be liable for all costs including a reasonable attorney's fee.

These restrictive covenants shall expire and be of no further force and effect twenty (20) years from the date here-of, at which time said land shall be used as permitted by the City of Gillette Zoning Commission for "C-0" Office-Institution District.

DATED this 29<sup>th</sup> day of June, 1976

SAGEBRUSH LAND COMPANY,  
a co-partnership

By *R.D. Saunders*  
R.D. SAUNDERS  
Managing Partner

By *George M. Kellam*  
GEORGE M. KELLAM  
Managing Partner

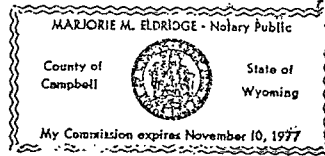
STATE OF WYOMING )  
County of Campbell )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 1976, by R. D. Saunders and George M. Kellam, Managing Partners of SAGEBRUSH LAND COMPANY, a co-partnership.

Witness my hand and official seal.

*Marjorie M. Eldridge*  
NOTARY PUBLIC

My comission expires:  
11-10-77



STATE OF WYOMING }  
Campbell County } ss.  
Filed for record this 20th day of July A. D., 19 76 at 9:12 o'clock A. M. and recorded in Book 352  
of Photos on page 236 Fees \$ 6.00  
Theresa E. Addison By Linnie V. Watsavage  
County Clerk Office Register of Deeds Deputy  
RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

408000 THE HILLS COMPANY, SHERIDAN 143343