

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 27th day of September, 1976.

STATE OF WYOMING } ss. 4120.33
Campbell County }
Filed for record this 4th day of November
A. D., 1976 at 1:18 o'clock P. M. and re-
corded in Book 359 of Photos
on page 314 of 6.50
County Clerk and Ex-Officio Register of Deeds
By Dorothy Cole
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 27th day of September, 1976 by HERMAN COLE, DARRYL LYNDE and DOUGLAS T. MARQUISS.

Leslie W. Hawkey, Jr., Notary Public
County of Campbell State of Wyoming
My Commission Expires June 24, 1979

Leslie W. Hawkey, Jr.
NOTARY PUBLIC

462046

OF
PINEVIEW RANCHETTES SUBDIVISION
CAMPBELL COUNTY, WYOMING

THE STATE OF WYOMING,)
) ss.
COUNTY OF CAMPBELL)

1. DESCRIPTION OF PROPERTY

WHEREAS, the undersigned, being the owner of certain real property in Campbell County, Wyoming which has been subdivided and is now known as the Pineview Ranchettes Subdivision (herinafter sometimes referred to as "Park") more particularly set forth on the plat hereto attached and hereto marked as Exhibit "A", and more particularly described in metes and bounds on Exhibit "A" attached hereto and made a part hereof.

2. STATEMENT OF INTENT.

WHEREAS, said owner desire to place certain restrictive covenants on said Park, it is specifically intended that such limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND, and shall be binding upon all future owners as well as all assigns and successors in interest for the benefit of and as limitation upon all future owners thereof. These restrictions and limitations are intended for the purpose of keeping and maintaining desirable uses and to promote quality development of the Park, maintaining orderly development and suitable architectural design and to protect owners from offensive activities of their neighbors.

3. RESTRICTION UPON USE

The property included within the Pineview Ranchettes Subdivision shall be used for residential purposes. The buildings constructed or erected thereon shall be of a design and quality of construction as to maintain a good appearance

STATE OF WYOMING }
Campbell County } ss.
Filed for record this 8th day of Aug. A. D., 19 79 at 1:22 o'clock P. M. and recorded in Book 475
of Photos on page 585 Fees \$ 13.00
Viriam E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED ✓
By Barthelme Deputy INDEXED
CHECKED

462046

in keeping with the type structures existing in the area and relating generally to the same use. 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 a 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.

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

SECTION B: PETS AND OTHER ANIMALS: Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot, (not to exceed a total of two (2) pets may be kept, provided they are not kept, bred, and maintained for any commercial purpose). Except as hereinabove provided, no animals, livestock, other than horses, birds or poultry shall be brought within the properties or kept on any lot thereon.

SECTION C: COMMERCIAL USE: No part of the residential properties shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except BUILDERS, its successors or assigns, may use the properties for a model home site, and display and sale office during the construction and sales period.

SECTION D: SIGNS: Signs shall not be permitted other than a "For Sale" sign not to exceed 18" x 24" in size and posed in accordance with local laws and regulations.

SECTION E: OTHER STRUCTURES: No structures of a

temporary character including but not limited to tents, shacks, garages, barns or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. This paragraph expressly permits the use of a trailer or mobil home or double wide as a temporary or permanent residence, excepting all other out-buildings from said use.

SECTION F: DRILLING: No oil drilling, oil development, oil defining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of the properties. No derrick or other structures designed for use in boring for oil and natural gas shall be erected, maintained or permitted upon any lot.

SECTION G: TRASH COLLECTION: All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private monthly pickup and removal of garbage. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets, by a fence or appropriate screen. Each owner shall be responsible for insuring that water drainage is continuous in the portion of the plat which adjoins the roadways in front of the lots.

SECTION H: OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. NOISE ABATEMENT

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.

5. RE-SUBDIVISION

The owner, other than the developer, of any lot or lots is hereby prohibited from selling a lot or lots to third parties so as to re-subdivided any lot or lots. Nothing contained herein shall prohibit the buyer of a lot or lots from purchasing a portion of said lot or lots by warranty deed and agreeing to purchase the remaining portion of said lot under an agreement for warranty deed, if same is necessary for financing of the structure or improvements upon said Lot, provided, however, that any portion of a Lot purchased shall be not less than one-half acre in area.

6. AMENDMENTS

No amendment to these covenants and restrictions herein set forth shall be made without unanimous consent of all record owners and the developers until seventy-five percent (75%) of the Pineview Ranchettes Subdivision and with the approval of the Campbell County Planning Commission and the Campbell County Board of County Commissioners. For the purpose of this last provision, the original developers of said Park shall not be considered as record owners.

7. ENFORCEMENT

It is expressly understood and agreed that 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 July 1, 1979, 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 75 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.

8. SEVERABILITY

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

IN WITNESS WHEREOF, this declaration of restrictive covenants is executed this 7th day of AUGUST, 1979.

C C P COMPANY

by Paul J. Polen Herman Cole
HERMAN COLE

Darryl Lynde
DARRYL LYNDE

Douglas T. Marquiss
DOUGLAS T. MARQUISS

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

MERLE L. HARDEE - Notary Public
County of State of
Campbell Wyoming

My Commission Expires May 3, 1982

The foregoing instrument was acknowledged before me this 7th day of AUGUST, 1979 by HERMAN COLE, DARRYL LYNDE, DOUGLAS T. MARQUISS and PAUL J. POLEN for C C P COMPANY.

Merle L. Hardee
NOTARY PUBLIC