

RECORDED Oct 20 1982 AT 10:00 O'CLOCK a M.
IN BOOK 787 OF misc PAGE 658
NO. 615207
DOROTHY L TAYLOR
COUNTY CLERK

BOOK 787 PAGE 658

IGO SUBDIVISION

A Subdivision of Converse County, Wyoming

COVENANTS AND RESTRICTIONS

* * * * *

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, being the sole owners of all lands in Igo Subdivision, a subdivision of Converse County, Wyoming, located in Section 34, T33N, R71W, 6th P.M., and more particularly described as follows:

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, being more particularly described as follows:

Starting at the West $\frac{1}{4}$ Corner of Section 34, T33N, R71W of the 6th P.M.; thence along the north line of the NW $\frac{1}{4}$ SW of said Section 34, N89 $^{\circ}$ 36.4'E a distance of 30.00 feet to the point of beginning; thence continuing along said north line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, N89 $^{\circ}$ 36.4'E a distance of 1312.46 feet to the northeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34; thence along the east line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, S00 $^{\circ}$ 01.9'E a distance of 810.48 feet; thence S89 $^{\circ}$ 49.0'W a distance of 794.96 feet; thence N22 $^{\circ}$ 20.8'W a distance of 391.80 feet; thence N39 $^{\circ}$ 52.6'W a distance of 575.47 feet back to the point of beginning. Said tract of land containing 18.78 acres, more or less.

do hereby make the following covenants and declarations as to limitations and restrictions on uses to which the property described above may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land and shall accrue to and be binding upon all future owners of the property. The purpose of these restrictions is to insure the use of the property for attractive industrial, commercial and business purposes, to prevent nuisances, and to secure to each lot owner the full industrial, commercial and business benefit of his property, with no greater restriction upon the free and unhindered use of his property than is necessary to insure the same advantages to the other owners.

1. BUILDING, ETC. APPROVAL: No building or structure of any kind including, but not limited to, walls, fences and signs shall be erected, altered, placed, assembled or permitted to remain on any lot, unless and until plans showing the type of use, location, size and architectural design and color scheme of all proposed structures, driveways, walks, loading areas and parking areas have been approved in writing by any governmental agency

vested with authority over such buildings or other structures if there be any such agency, and in any event such structures shall be further restricted as follows:

a. Except structures already in place, no buildings shall be located on any lot nearer than eighty (80') feet from the center line of any dedicated street or road, or thirty (30') feet from any property; and

b. No vehicle parking shall be permitted nearer than twenty (20') feet from the street property lines nor nearer than ten (10') feet from the side or rear property lines. "On site parking" shall be provided for all vehicle use reasonably expected, including trucks, trailers and employee/visitor parking. All parking areas shall be graveled, paved or otherwise surfaced, to provide dust-free, all-weather parking.

2. PROHIBITED OPERATIONS: There shall not be permitted any labor camps, junk yards, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations or rendering work or smelting, nor the commercial raising, breeding or maintenance of any livestock or poultry; nor any similar uses though not specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the Igo Subdivision.

3. REQUIRED ACTS OF USERS AND OWNERS: The users and owners of said land must (a) keep the property free and clear of weeds, trash or other unattractive refuse and vegetation; (b) store trash receptacles at the rear of the buildings, in covered containers; (c) adequately light the fronts, rears and storage areas of their buildings; (d) provide off-street parking to accommodate adequately the vehicles of their customers and employees; (e) store materials, or park vehicles for long terms, only at the rear of buildings or in the other areas which are not unattractive and which do not intrude upon the street or areas in the front of buildings; (f) maintain the parking areas, access roads from the streets and other driveways, and maintain such areas and their immediate surroundings in a neat and clean manner; and (g) adequately landscape all property to harmonize with buildings and parking areas, if any.

4. NUISANCE: The site owner or occupant shall not cause or make any excessive noise, odor or harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners; or that reasonably conflicts with the planned purposes and restrictions of the subdivision; and no site owner shall in any case create or maintain a legal nuisance.

5. TEMPORARY STRUCTURES: No structure of a temporary character, basement, tent, shack, barn or other out-building shall be used or permitted to remain on any site for more than sixty (60) days and, thereafter, no such structures or replacements shall be so permitted.

6. ENFORCEMENT: The owner or owners of any of the above-described real property may enforce the requirements and limitations herein set forth by proceedings at or in equity against any person or persons violating or attempting to violate any of said requirements and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.

7. RESERVATION OF EASEMENTS: There is hereby reserved to Grantors and the successors and owners of Igo Subdivision, for the purpose of having adequate roadways and utility easements to serve each tract described on the plat, a perpetual easement for roadways and utilities upon the areas described as "road easement" as contained on the recorded plat of this subdivision, for the purpose of erecting, constructing and maintaining roadways, and public or private utility facilities, both underground and overhead. All claims for damages, if any, arising out of the construction or maintenance and repair of roadways and utilities, or on account of temporary or other inconvenience caused thereby against the Grantor or any utility company or any other agent or servant of them or any of them, are hereby waived by the owners of Igo Subdivision, their successors and assigns.

8. ROADS, FENCES AND AUTOGATES: It shall be the responsibility of owners and users to install and keep adequately maintained all roads, fences and autogates located on or used by them or required by Converse County. Expenses for such maintenance and installation shall be borne equally between and among owners and users of land benefiting from such improvements. Disputes will be settled by arbitration conducted in accordance with the provisions of paragraph 10 of these covenants. THERE IS NO PUBLIC MAINTENANCE OF STREETS NOR ROADS.

9. WATER AND SEWAGE: It shall be the responsibility of owners

and users to install and maintain their own sewage disposal system, in accordance with the applicable laws and rules of the State of Wyoming and the County of Converse. THERE IS NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.

There is presently installed and there shall be maintained, in Block 2 on Lot _____ of the Subdivision, a domestic water source that shall be for the use and benefit of all owners and users of lots in the subdivision. Each lot owner shall be responsible for the proper installation and maintenance of necessary pipelines running from said domestic water source to their property. Each lot owner has or shall permit the installation of such pipelines across their lots and the reasonable maintenance of such pipelines by the owners thereof by the further grant of easements or along dedicated easements or rights-of-way without charge. Such locations shall be agreed upon by the lot owners prior to June 1, 1982, and shall not unreasonably interfere with the present or anticipated use of any lots. Changes in the location of such pipelines shall not be made thereafter without the prior consent of the lot owners, which will not be unreasonably withheld. Disputes shall be resolved in accordance with the provisions of paragraph 10 of these covenants.

The owners of lots shall share equally the cost of installing, repairing and maintaining the domestic water source, including the well, pump and holding tank, and all other parts of said source excepting only individual pipelines running therefrom. The owners shall further designate one of their members to be responsible for the care and maintenance of said water source and the billing and collecting of the costs to owners of lots.

If at any time any lot owner is using in excess of twenty-five (25%) percent more than the average water used from said source, the owners shall, at the request of any one owner, establish a method of metering the water usage and costs and charges shall thereafter be assessed according to usage.

Any lot owner failing to pay any assessment properly levied may have water service discontinued and shall be liable to the other owners for their proportionate share of said owner's assessment which may have been paid by said owners and any reasonable costs of collection.

10. DISPUTES AND VOTING: In the event of any dispute among or between any of the owners, in the application of these covenants or the interpretation thereof, said dispute shall be settled by the remaining owners by a majority vote. A meeting for the consideration of such dispute may be called by any owner and notice given by mail to all owners at their last known address of the date, place and purpose of such meeting, at least ten (10) days prior to such meeting. Said meeting shall be in Converse County, Wyoming. The decision of a majority of those in attendance shall be final and binding upon the parties to the dispute and each lot shall be entitled to one (1) vote, which may be voiced only by an owner or any co-owner of lots within the Subdivision. In the event of a tie, the dispute will be resolved by the parties, in accordance with the Wyoming Uniform Arbitration Act then in force and effect.

11. COVENANTS TO RUN WITH LAND/TERM: The foregoing conditions and limitations are to be construed as covenants running with the land and shall be binding on all persons claiming any part of said land for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk and Recorder of Deeds, Converse County, Wyoming. These presents may be extended or amended by majority vote of all lot owners, in writing, subject to compliance with any laws, rules or regulations duly enacted by the State of Wyoming or its legal subdivisions.

INVALIDATION OF ANY PART of the requirements and limitations herein set forth by judgment or Court Order shall in no way effect any of the provisions, which shall remain in full force and effect.

DATED at Douglas, Wyoming, this 19 day of August, 1982.

[Signature]
GARY IGO

[Signature]
ROY IGO, JR.

[Signature]
CONNIE IGO

[Signature]
DOROTHY IGO

[Signature]
CHARLES C. ROUSH

STATE OF WYOMING)
) ss
COUNTY OF CONVERSE)

The foregoing COVENANTS AND RESTRICTIONS were subscribed to before me this 19th day of August, 1982, by Charles C. Roush, Gary Igo and Connie Igo.

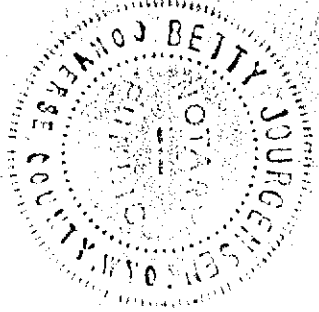


[Signature]
Notary Public

STATE OF WYOMING)
COUNTY OF ~~Cassia~~) ss
Camptell

The foregoing COVENANTS AND RESTRICTIONS were acknowledged before me this 18th day of August, 1982, by Roy Igo, Jr. and Dorothy Igo.

Betty Jurgensen
Notary Public



My Commission Expires 2-26-84

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