

RECORDED Feb 28 1977 AB:40 O'CLOCK PM,
IN BOOK 637 OF Misc PAGE 446
NO. 495251
CONVERSE COUNTY CLERK

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

J AND J DEVELOPMENT COMPANY, INC.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, J AND J DEVELOPMENT COMPANY, INC., a Wyoming proprietorship, is the owner of all that certain real property situate in Converse County, State of Wyoming, known and described as Rolling Hills No. 3, a subdivision of Converse County, Wyoming, as described on Exhibit "A" attached hereto (hereinafter referred to as the "Subdivision") and as shown on the plat and dedication thereof duly recorded in the office of the County Clerk of Converse County, State of Wyoming, in Book 2 of Deeds, on Page 75-A.

WHEREAS, in order to provide for the proper use and orderly development of said property, to prevent impairment of the attractiveness of said property and to maintain the value of said property, the undersigned does hereby make and impose upon said real property the covenants, restrictions and limitations hereinafter set forth, said covenants, restrictions and limitations to supersede and to replace that certain document filed of record in the office of the County Clerk of Converse County, State of Wyoming, in Miscellaneous Book 625, Page 113.

NOW, THEREFORE, for and in consideration of the premises, J and J Development Company, Inc., a Wyoming proprietorship, does hereby and by these presents makes, publishes, declares and imposes upon all of the real property situate and included within the Subdivision the following restrictions and limitations governing the use and development of all tracts within the Subdivision, and does hereby specify and declare said restrictions shall be and constitute covenants running with all of the land

in the Subdivision, shall be effective from the date of filing upon the sale of the first tract in the Subdivision and shall be binding upon the undersigned and all persons claiming under it from and after the sale of the said first tract and shall be for the benefit of, as well as limiting and restricting, all future owners of tracts within the Subdivision, to-wit:

1. All lots in the Subdivision shall be known and described as residential lot. No structure or structures shall be erected, altered, placed and permitted to remain on any residential lot, other than one, detached, single-family dwelling, and a private garage and other appropriate outbuildings incidental to residential use or as allowable under these protective covenants.

2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall be at least eight hundred sixty (860) square feet.

3. No building or dwelling shall be located on any residential lot nearer than fifty (50) feet to the front lot line and not nearer than fifty (50) feet to any side or rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that they shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. There shall be no subdivision of said tract, nor of the lots, which would result in a unit smaller than the smallest lot now laid out in the original plat.

5. Necessary easements are hereby reserved to itself, its successors and assigns, on and along ten (10) feet on either side of all property lines, and on and along all roadways, for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas and similar lines, pipes, wires,

ditches and conduits for the benefit of the Subdivision and for the extension of such facilities into and development of, lands adjacent to the Subdivision owned by J and J Development Company, Inc.

A. Easements for Private Roads or Lanes. J and J Development Company, Inc. hereby reserves to itself, its successors and assigns, perpetual easements across all roads and roadways in the Subdivision for ingress and egress to lands owned by J and J Development Company, Inc. adjacent to the Subdivision.

B. Dedicated Roads and Maintenance. J and J Development Company, Inc., its successors and assigns, shall construct all roads shown on the subdivision plat to Converse County specifications; the J and J Development Company shall assume all responsibilities and obligations of maintenance and improvement of roads according to the agreement recorded in Book , Page or until such time as the same may be transferred to and accepted by Converse County, Wyoming, or such other governmental agency as may acquire said roads for public purposes, provided that nothing herein shall be construed to deny to any owner his easement of enjoyment of said roads and his right of delegation thereof.

6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No persons shall park or leave standing upon any property, or street abutting thereon, any motor vehicle which shall not have a current registration or license plates or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.

A. Fence rows shall be kept clean and clear of weeds, trash and debris and by each owner of each tract.

B. Irrigation ditches shall be kept clean, open and in good condition at all times during the irrigation season or when use of the said ditches for any purpose shall be desirable. The duty of opening and maintaining in proper condition such ditches shall be the duty of each owner and for the benefit of his own tract and the tracts of other owners served thereby.

C. Waste water from irrigation shall be so controlled as to prevent annoyance, damage or injury to adjoining property.

D. Uncontrolled growth of weeds or brush or the accumulation of trash and debris along the roadway shall not be permitted; each property owner shall have the duty of controlling that condition with respect to the roadway along his property.

7. No livestock, except two horses, two cows or two sheep and fowl used for domestic purposes may be kept upon any lot in this Subdivision. Any animals or pets kept on the premises shall be controlled and maintained so as not to be offensive or a nuisance to the neighbors. Where animals are kept for pleasure purposes, it must be restrained by fencing; building for the care of shelter of animals shall be placed within fifty (50) feet of the rear or side lot line; manure or barnyard refuse shall not be permitted to accumulate as to become a nuisance or annoyance. Each owner is bound to the acknowledgment annexed hereto as Exhibit "B" and recorded herewith.

8. All construction shall be new and no old or used buildings may be moved from another location to any lot in this Subdivision submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

A. The Architectural Control Committee shall be composed of the following members: Irvin R. Gerber and Daniel I. Gerber. A majority of such committee can designate a representative to act for it, and in the event of death or resignation of any member, the remaining members shall have full authority to appoint a successor.

9. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designated for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any residential lot.

10. No lot, or any portion thereof, 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 storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot owner shall deliver his own trash and garbage to the Converse County dump near Glenrock.

11. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, 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 lots has been recorded, agreeing to change said covenants in whole or in part.

12. Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a Court of law or equity by the undersigned or by an owner of record of one or more lots in the Subdivision, and any person violating said

covenants, conditions or restrictions shall be liable for damages to the remaining owners of said lots in the Sub-division.

13. Invalidation of any one or more of these covenants by judgment or Court order, or otherwise, shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

14. Lots No. 90 and No. 4 as shown on the Plat and Dedication thereof duly recorded in the office of the County Clerk of Converse County, State of Wyoming in Plat Book 2 of Deeds, on Page 75-A are expressly excluded from operation of the Amended Declaration of Covenants, Conditions and Restrictions of J and J Development Company, Inc. until such time as such lots are leased, sold, assigned, devised or otherwise transferred or conveyed, at which time said conditions, covenants and restrictions shall take effect and run with the land.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of February, 1977.



J AND J DEVELOPMENT COMPANY, INC.,
a Wyoming proprietorship

By Joe R. Pittman
President

Donna J. Pittman
Secretary

STATE OF WYOMING)
 :SS
County of Converse)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joe R. Pittman, President, and Donna J. Pittman, Secretary, on behalf of J AND J DEVELOPMENT COMPANY, INC., this 24th day of February, 1977.

WITNESS my hand and official seal.

Carol L. Hoyt
Notary Public

My Commission Expires:

EXHIBIT "A"

A tract of land in parts of the Southwest 1/4 Section 14, Southeast 1/4 Section 15, East 1/2 and Southwest 1/4 Section 22, Northwest 1/4 Section 23, West 1/2 and Northeast 1/4 Section 27, and East 1/2 Section 28, Township 34 North, Range 75 West of the 6th P.M., Converse County, Wyoming. Being more particularly described as follows:

Beginning at the Southeast corner of Section 22, Township 34 North, Range 75 West, of the 6th P.M., Converse County, Wyoming; thence North $79^{\circ} 38' 34''$ West 197890' to a point which is the point of beginning for North portion of this Subdivision; thence North $21^{\circ} 56' 17''$ West 1842.99' along Northerly R.O.W. line of County road to a point; thence North $23^{\circ} 25'$ East 6319.54' to a point which is on the Southerly Boundary of Rolling Hills Subdivision No. 1; thence East 1707.29' along said boundary to a point which is on the Westerly R.O.W. line of Pacific Power & Light Company railroad; thence South $18^{\circ} 52' 41''$ East 1143.79' to a point on the Northerly R.O.W. line of unconstructed Glenrock-Ross Road, thence South $77^{\circ} 00'$ West 248.14' along said R.O.W. to a point which is P. T. of curve to left, radius 2089.06', delta angle $53^{\circ} 35'$; thence along said curve 1879.63' to a point which is P. C. of said curve; thence continuing along Highway R.O.W. South $23^{\circ} 25'$ West 5368.44' to a point which is P. T. of curve to right, radius 5629.58', delta angle $9^{\circ} 09' 43''$; thence along said curve 314.14' to a point which is the point of beginning.

The above described tract contains 244.04 acres, plus or minus.

EXHIBIT "A"
(Continued)

Beginning at the Southeast corner of Section 22, Township 34 North, Range 75 West of the 6th P.M. Converse County, Wyoming; thence North $84^{\circ} 55' 18''$ West 2046.06' to a point which is the point of beginning for South portion of this Subdivision; thence 388.88' along curve, radius of which is 5629.58', delta angle $9^{\circ} 09' 43''$ Rt. to a point which is P. C. of said curve; thence South $32^{\circ} 34' 43''$ West 1415.93' along Westerly R.O.W. line of unconstructed Glenrock-Ross Road to a point which is end of unconstructed portion of said road; thence South $57^{\circ} 25' 17''$ East 25.00', thence South $32^{\circ} 34' 43''$ West 3746.00' to a point which is P. T. of curve to right, radius 2790.14', delta angle $15^{\circ} 37'$; thence along said curve 760.49' to a point which is P. C. of said curve; thence South $48^{\circ} 11' 43''$ West 192.10' to a point which is on the Southerly line of Section 28, Township 34 North, Range 75 West; thence South $89^{\circ} 21'$ West 1422.96' along said Section line to a point; thence North $32^{\circ} 34' 43''$ East 8197.81' to a point which is on the Southerly R.O.W. line of Converse County Road; thence South $21^{\circ} 56' 17''$ East 1604.57' along said R.O.W. to the point of beginning.

The above described Tract contains 222.71 acres, plus or minus.

Gross Preliminary Area of Subdivision: 466.75 acres.

EXHIBIT "B"

The undersigned hereby acknowledges that he has been advised of the above restrictions and the following:

That the lands now being purchased by him under contract with J and J Development Company, Inc. are actually owned by 55 Ranch Company, Inc., a Wyoming corporation, and in the process of being sold to J and J Development Company, Inc., that any purchase by me is controlled by an Agreement for Warranty Deed between the 55 Ranch Company, Inc. and J and J Development Company, Inc.; that said Agreement requires that J and J Development Company, Inc. prevent dogs from running at large and harrassing or interfering with livestock and rights resulting from the use of lease privileges granted with respect to all properties under said Agreement for Warranty Deed; that I am bound by that Agreement and agree to control dogs within and upon those lands being purchased by me.

DATED this ____ day of _____, 19__.

EXHIBIT "C"

No entombment of human bodies on any property in Rolling Hills Subdivision No. 3, as per Subdivision Law passed in 1975 by the Wyoming Legislature.