

RECORDED APR 6, 1978 10:50 CLOCK AM,  
IN BOOK 667 OF Misc - PAGE 141  
NO. 515931 ANNA FROGGATT  
COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

JOE R. PITTMAN, AN INDIVIDUAL

BOOK 667 PAGE 141

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Joe R. Pittman, an Individual, is the owner of all that certain real property situated in Converse County, State of Wyoming, known and described as Rolling Hills No. 4, 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 Plat Book 2, on Page 34-A, and

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 restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, Joe R. Pittman, an Individual, does hereby and by these presents makes, publishes declares and imposes upon all of the real property situated 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 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 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:

ARTICLE I

Definitions

1. Tracts: All of the subdivision tracts designated on the recorded plat of the subdivision.
2. Rolling Hills No. 4: The words "Rolling Hills No. 4" as used in these covenants shall mean all of the lands included with this subdivision. Any lands added to Rolling Hills No. 4 in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Converse County Clerk shall thereafter be deemed a part of the Subdivision for purposes of the application of this Declaration.
3. Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is a part of the Properties, including buyers under contract, but excluding those having such interest merely as security for the performance of an obligation.

4. Properties: Shall mean and refer to that certain real property in the Subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Individual.

ARTICLE II

Covenant for Maintenance of Roads:

Refer to Three Party Maintenance Agreement, Recorded at the office of Converse County Clerk, Book \_\_\_\_\_ Page \_\_\_\_\_.

ARTICLE III

General Restriction on all Tracts in Subdivision

1. Zoning Regulation: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Converse County, Wyoming.

ARTICLE IV

Restrictions

1. Maintenance of Land: The following conditions, limitations and restrictions shall govern the maintenance and use of the land in this subdivision:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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: Joe R. Pittman, an individual hereby reserves to himself, his 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: Joe R. Pittman, an individual, his successors and assigns, shall construct all roads shown on the subdivision plat to Converse County specifications; Joe R. Pittman 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 all 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.

7. 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.

8. No large animals, horses, cows, goats, or pigs. Animals no larger than cats, dogs, or small pets shall be kept on the premises. All dogs shall be confined to the owners property, and the owners shall be responsible for and damage done by the dogs.

9. All construction shall be new and no old or used buildings may be moved from another location to any lot in this Rolling Hills Subdivision No. 4 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. All construction plans must be approved by the Architectural Control Committee and no Mobile Homes will be allowed on the Subdivision.

A. The Architectural Control Committee shall be composed of the following members: Joe R. Pittman, Merle H. Dunham, and Suzy Foster. 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.

10. 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.

11. 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.

12. 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.

13. 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 Subdivision.

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

15. Building and Construction Requirements and Restrictions: All sewer systems and water wells on the said tracts shall be subject to Converse County and State of Wyoming laws, rules and regulations, and shall not be placed within fifty (50) feet of any property line.

#### ARTICLE V

##### Easements

1. Utility Easements: Joe R. Pittman hereby reserves to himself, his successors and assigns, perpetual easements within the Subdivision boundary, 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.

2. Easements for Private Roads or Lanes: Joe R. Pittman hereby reserves to His self, his 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.

ARTICLE VI

1. No entombment of human bodies on any property in Rolling Hills Subdivision No. 4, as per Subdivision Law passed in 1975 by the Wyoming Legislature.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,  
has hereunto set its hand this 29<sup>th</sup> day of March, 1978.

Joe R. Pittman, An Individual

By Joe R. Pittman

D  
STATE OF WYOMING }  
County of Converse } ss.

The foregoing instrument was subscribed, sworn to and acknowledged  
before me by Joe R. Pittman, an Individual. This 29<sup>th</sup> day of March,  
1978.

WITNESS my hand and official seal.



Merle D. Dunham  
Notary Public

My Commission expires  
Feb 27, 1980

A tract of land located in the East half of the Southeast Quarter Section 15, the Northwest Quarter, West half Northeast Quarter and the Southwest Quarter Section 22, The Northwest Quarter Section 27, and the Northeast Quarter of the Northeast Quarter of Section 28; All in Township 34 North Range 75 West of the 6th Principle Meridian, Converse County, Wyoming and Described by Metes and Bounds as follows:

Beginning at the Northwest corner of said Section 22; Thence South  $88^{\circ} 22' 42''$  East along the Northerly line of said Section 22 a distance of 1200.18 feet to a point on the Southwesterly Right-of-way line of Converse County "55" Ranch Road; Thence continuing South  $88^{\circ} 22' 42''$  East across said County Road 162.83 feet to a point on the Northeasterly Right-of-way line of said County Road; Thence continuing South  $88^{\circ} 22' 42''$  East a distance of 2593.69 feet to the Southeast 1/16 corner of said Section 15; Thence North  $1^{\circ} 13' 08''$  East a distance of 2638.38 feet to the East Center 1/16 corner of said Section 15; Thence South  $89^{\circ} 06' 43''$  East a distance of 1150.29 feet to the Northwest corner of Rolling Hills Subdivision No. 3; Thence South  $23^{\circ} 25'$  West along the Westerly Boundary of said Rolling Hills Subdivision No. 3 a distance of 6348.18 feet to a point on the Northeasterly Right-of-way line of Converse County; "55" Ranch Road; Thence South  $0^{\circ} 19' 55''$  West a distance of 395.83 feet across said County Road to a point on the Southwesterly side of said County Road; Thence continuing along the Westerly Boundary of Rolling Hills Subdivision No. 3 South  $32^{\circ} 34' 43''$  West a distance of 4839.43 feet to a point on the Westerly line of said Section 27; Thence North  $1^{\circ} 28' 06''$  East along the Westerly line of said Section 27 a distance of 1277.37 feet to a point; Thence North  $57^{\circ} 25' 17''$  West a distance of 1532.67 feet to a point; Thence North  $0^{\circ} 01' 32''$  East a distance of 390.04 feet to the East 1/16 corner of said Section 28; Thence South  $89^{\circ} 58' 28''$  East along the Northerly line of said Section 28 a distance of 1322.47 feet to the Northeast corner of said Section 28; also being the Southwest corner of Section 22; Thence North  $1^{\circ} 01' 09''$  West along the Westerly line of said Section 22 a distance of 5300.31 feet to the Northwest corner of said Section 22 and the point of beginning.

The Subdivision above described contains 438.154 Acres more or less.  
Exclusive of "55" Ranch Road.