

RESERVATIONS AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Country Club Joint Venture, fee owner of the following described real property located in Fremont County, Wyoming:

A parcel of land located in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and part of Lot 3, Section 31, Township 1 North, Range 4 East, of the Wind River Meridian, Fremont County, Wyoming, being more particularly described as follows: Beginning at the North Quarter Corner (N $\frac{1}{4}$ Cor) of said Section 31 and considering the East line of said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and said Lot 3 to bear South 00°24'30" East with all bearings contained herein being relative thereto: Thence South 00°24'30" East along the East line of said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), and said Lot 3 of Section 31, 3,090.00 feet to the centerline of the Wyoming Central Canal; thence along the centerline of said Wyoming Central Canal by the following six courses and distances: South 89°35'30" West, 104.48 feet; along the arc of a curve to the right having a radius of 243.61 feet, a central angle of 34°38'58" and a chord which bears North 73°05'01" West, 145.09 feet; North 55°45'32" West, 506.49 feet; North 50°42'38" West, 224.67 feet; North 82°54'07" West, 63.25 feet; North 80°29'30" West, 435.17 feet to the West line of said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and said Lot 3 of Section 31; Thence North 00°22'00" West along said West line of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and said Lot 3, 2,555.00 feet to the Northwest Corner (NW Cor) of said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$); Thence South 89°25'00" East along the North line of the said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$); 1,322.23 feet to the point of beginning. Said tract containing 84.938 acres, more or less.

And desiring to plat and dedicate the same as a legal subdivision, does hereby make the following declarations as to reservations, restrictions, limitations and uses to which the lots constituting said legal subdivision may be put, contemplating the development of said land as a residential area and the purchase of lots therein for residential purposes, said lands constituting a legal subdivision in accordance with a plat thereof recorded in Drawer 4, Page 54, in the office of the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming. The within restrictions and reservations shall govern the control, ownership, use, occupancy and transfer of the lots contained in said legal subdivision under and upon the following terms and conditions:

Fremont County: Wyo. No. 073431
Recorded
AUG 16 1974 Book 82 of Misc Page 374
1 o'clock PM James A. Farthing
County Clerk

1. NAME AND PLAT: The name of this subdivision shall be "COUNTRY CLUB ESTATES", and this instrument shall be construed as a part of the plat of the subdivision as though the same were set forth thereon in full.

2. EXTENT OF RESTRICTIONS: Reservations, restrictions and limitations herein set forth shall be construed as conditions attached to the grant of each lot in said legal subdivision and as covenants running with the land; they shall be part of every deed, grant, conveyance, or encumbrance on the lots and tracts herein concerned, or any part thereof, the same as if they were set up in full in each deed, and every such deed, grant, conveyance and encumbrance shall be subject to the terms and conditions hereof whether or not so expressly stated; they are created for the benefit of the entire legal subdivision and each lot therein contained and shall be enforceable at law or in equity in accordance with their several terms and provisions by the owners of the lots therein, individually and collectively, against the person or persons violating any of the conditions of this instrument and either to prevent him from doing so, or to recover damages for such violation or both.

3. USE: With the exception of Lots 33 and 34, all other lots herein shall be limited to private residential purposes and no commercial or business use of any of the residential units shall be permitted nor shall any commercial or business activity be conducted within the legal subdivision. No unlicensed or inoperable motor vehicle shall be stored or parked within the legal subdivision. No trailer house shall be stored or parked within the legal subdivision other than for the purpose of temporarily maintaining a residence during the construction of a building in conformity with the requirements as hereinafter set forth; provided, however, unoccupied campers and camp trailers may be stored upon the premises by the beneficial owners of the property.

4. LIVESTOCK AND POULTRY: With the exception of Lots 11 through 24, horses may be kept upon the property. Otherwise, no

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animals, other livestock or poultry of any other kind shall be raised, bred or kept in any other lot, except horses on the lots specified above; and dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

5. WATER SUPPLY AND SEWAGE DISPOSAL: All water supplies and sewage disposals shall have to be provided by the lot owners, in conformity with the regulations promulgated by the Wyoming State Health Department.

6. UTILITY AND SERVICE LINES: All public utility and service lines, including pipe lines, shall be buried.

7. MINERAL RIGHTS: All mineral rights, including oil, gas and other hydrocarbons, upon the premises are reserved in their entirety to Country Club Joint Venture.

8. NUISANCES: No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the legal subdivision shall be created or permitted to exist; domestic pets must be so restrained that no interference will be caused to other adjoining properties. Waste water from irrigation shall be so controlled so as to prevent annoyance, damage or injury to adjoining property.

9. BUILDING AND CONSTRUCTION: Basement dwelling houses only, or basements existing as unfinished construction, or roofed over to be used as a dwelling place shall not be permitted; in the event such condition should develop and continue for a period of one year after commencement of construction thereof, it may, at the end of the said one-year period, be abated as a nuisance. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. 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 to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

10. BUILDING LOCATION:

(a) In no event shall a building be located nearer than 10 feet from an interior lot line, or 30 feet from a street lot line. No building shall be constructed or located on the 30-foot easement along the golf course, as depicted on the recorded plat of Country Club Estates.

(b) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

11. RIGHTS-OF-WAY AND EASEMENTS: Each lot in the legal subdivision shall possess and shall be burdened by the following rights and easements held, possessed and enforceable by all lot owners jointly and severally; the right to the free and uninterrupted passage of that amount of water to which each lot is entitled over, through, and across adjacent lots over which such passage may be necessary from time to time; easements and rights-of-way as may be reasonably necessary for the installation, maintenance and repair of water, power and gas mains and lines, which shall be buried, or other installations as the same may now or in the future be installed or erected; provided, nevertheless, that no such easement or right-of-way shall hinder, damage or obstruct residential buildings constructed or in the process of construction at the time of such installation; provided further, that the use of such easement and exercise of rights thereunder shall be conducted with due care in regard to the surface, and in the event the surface shall be damaged in installation, maintenance or repair, it shall be, upon completion of the work, restored to its original condition.

12. INVALIDATION AND AMENDMENT: Invalidation of any of the covenants, restrictions and limitations contained in this instrument by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. The rights, duties, obligations and restrictions herein created are for the benefit of all of the land in said legal subdivision and they are and shall be irrevocable and perpetual until and unless revoked, obligated, modified or amended by instruments executed and acknowledged in the form prescribed for the execution of deeds by 75 percent of the owners of the property in this legal subdivision.

13. GARBAGE DUMPING: No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage debris, or other waste, except upon a temporary basis, and in that event, kept in a sanitary condition and shall be hauled away to a garbage dumping area at least weekly.

14. FIRE HAZARDS: All reasonable preventions shall be taken against fire hazards.

15. OLD OR SECOND-HAND BUILDINGS: No old or second-hand buildings shall be moved on any tract on the subdivision.

16. STREETS AND ROADS: All roads in the subdivision shall be public roads dedicated to the County of Fremont, to be maintained by that public entity.

17. ARCHITECTURAL CONTROL COMMITTEE - DEFINITION AND NUMBER: The Architectural Control Committee is composed of Emery Tomlinson, P. E. Yarborough, Harmon Watt, H. S. Harnsberger, Jr., Arch D. Martin and Charles S. Martin, who are the owners of Country Club Joint Venture. 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 full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of

the majority of the lots shall have the power, through a duly recorded written instrument to change the membership of the Committee.

WITNESS this 16 day of August, 1974.

TWY ENTERPRISES,
a Wyoming corporation

CORPORATE
SEAL
ATTEST:

By:

P. E. Yarborough
President

[Signature]
Secretary

[Signature]
ARCH D. MARTIN

[Signature]
CHARLES S. MARTIN

STATE OF WYOMING)
) ss.
County of Fremont)

The foregoing Reservations and Restrictive Covenants for Country Club Estates was acknowledged before me by P. E. Yarborough, President of, and acting on behalf of TWY Enterprises, and by Arch D. Martin and Charles S. Martin, this 16 day of AUGUST, 1974.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires:

