

Fremont County: Wyo. No. 1023691
Recorded

337

SEP 30 1900 Book 44 of Microfilm Page _____

4:01 o'clock P.M. James A. Farthing
County Clerk.

RESERVATIONS AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

All lands appearing on Exhibit "A" attached hereto and made a part hereof.

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 _____, Page _____, 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:

1. NAME AND PLAT: The name of this subdivision shall be "GRANDVIEW 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: All lots except Lot No. 1 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. Any lot may be subdivided into smaller lots; provided, however, no lot shall be less in area than one acre, and no lot, or no subdivided part of a lot, shall have constructed upon it more than one single residence. 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 at any time; provided, however, unoccupied campers and camp trailers may be stored upon the premises by the beneficial owners of the property. No lot shall be used for a nursing home, a rehabilitation center or any other quasi-business venture.

4. LIVESTOCK AND POULTRY: Horses, calves and lambs may be kept on the property as herein provided. No more than three horses, or six calves, or six lambs may be kept on any lot. If a combination of animals is desired, the number shall be based on the ratio of one horse being equal to two calves or two lambs. Otherwise, no animals, other livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats and 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 and the County Planning Agency.

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 Estates.

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. Construction of all residences shall be completed to the roofed and complete exterior state no later than one year from date of commencement of construction. No dwelling shall be permitted on any lot except one of appraised value, made by a qualified appraiser, of at least \$40,000.00, it being the intention and purpose of the covenants to assure that all dwellings shall be energy efficient homes 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 finished 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.

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: Three members, initially, Daryl W. Taylor, C. R. Bailey and Frank P. Hill, all of Riverton, Wyoming. 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 the 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. This committee, by full majority vote, shall have the authority to decide on the division or splitting of any lot within the subdivision, which is otherwise prohibited by the provisions of Paragraph Number Three hereof.

DATED THIS 26 day of September, 1980.

COUNTRY CLUB ESTATES, INCORPORATED,
A Wyoming corporation

ATTEST:

By William W. Willman
President

Daryl W. Taylor
Treasurer

STATE OF WYOMING }
County of Fremont } ss.

On this 26 day of September, 1980, before me personally appeared William W. Willman, to me personally known, who, being by me duly sworn, did say that he is the President of Country Club Estates, Incorporated, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

Kathleen B. H. ...
NOTARY PUBLIC

My commission expires: 7-21-83

EXHIBIT "A"

A part of the NW $\frac{1}{4}$ and the W $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, Township 1 North, Range 3 East, W.R.M., Fremont County, Wyoming, being more particularly described as follows:

Being at the Northwest Corner (NW Cor.) of said Section 27 and considering the north line of said Section 27 to bear north 90°00'00" East with all other bearings contained herein relative thereto;

Thence North 90°00'00" East along said north line, 2,265.29 feet;

Thence South 04°41'20" East, 383.27 feet;

Thence South 89°44'20" East, 329.61 feet;

Thence North 00°50'00" East, 383.54 feet, to the said north line of Section 27;

Thence North 90°00'00" East, along said north line, 553.51 feet;

Thence South 00°53'00" West, 1,140.00 feet;

Thence North 43°05'00" East, 92.95 feet;

Thence North 68°58'00" East, 52.53 feet;

Thence North 83°22'00" East, 186.62 feet;

Thence North 71°36'00" East, 327.60 feet;

Thence North 82°22'00" East, 167.05 feet, to the east line of said W $\frac{1}{4}$ NE $\frac{1}{4}$ Section 27;

Thence South 00°25'00" West, 1729.44 feet to the SE Cor. of said W $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 89°43'55" West, along the south lines of said W $\frac{1}{4}$ NE $\frac{1}{4}$ and said NW $\frac{1}{4}$ of Section 27, 3940.56 feet to the W $\frac{1}{4}$ Cor. of said Section 27;

Thence North 00°14'32" East along the west line of said NW $\frac{1}{4}$ of Section 27, 2616.97 feet to the NW Cor. of said Section 27 and the point of beginning, and containing 217,198 total acres, more or less.