





RESERVATIONS AND RESTRICTIVE COVENANTS  
TO PORCUPINE SUBDIVISION FILING NO. 2

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land located in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ), the South one-half of the North one-half (S $\frac{1}{2}$ N $\frac{1}{2}$ ), the North one-half of the South one-half (N $\frac{1}{2}$ S $\frac{1}{2}$ ), and the South one-half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ), of Section 26, and the East one-half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ), of Section 27, Township 42 North, Range 108 West of the 6th P.M., County of Fremont, State of Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 26, and considering the North line of the Northwest Quarter of said Section 26 to bear S. 89°23'32" E., with all bearings contained herein relative thereto:

Thence S. 89°23'32" E., a distance of 1,315.05 feet to the Northeast Corner (NE Cor.) of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of said Section 26;

Thence S. 02°04'17" W., a distance of 1,344.18 feet to the Southeast Corner (SE Cor.) of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ), of said Section 26;

Thence S. 89°35'44" E. a distance of 1,334.88 feet to the Northeast Corner (NE Cor.) of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of said Section 26;

Thence S. 89°35'36" E. a distance of 2,642.11 feet to the Northeast Corner (NE Cor.) of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of said Section 26;

Thence S. 00°43'00" W. a distance of 1,329.74 feet to the East one quarter Corner (E $\frac{1}{4}$  Cor.) of said Section 26;

Thence S. 00°42'48" W. a distance of 1,343.13 feet to the Southeast Corner (SE Cor.) of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of said Section 26;

Thence N. 89°48'28" W. a distance of 2,666.26 feet to the Southwest Corner (SW Cor.) of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of said Section 26;

Thence S. 01°13'45" W. a distance of 483.73 feet to a point on the East line of the Southwest Quarter of said Section 26;

Thence N. 88°30'00" W a distance of 892.35 feet;

Thence S. 44°30'00" W. a distance of 510.00 feet;

Thence N. 88°13'38" W. a distance of 337.11 feet;

Thence S. 15°15'11" E. a distance of 531.10 feet to a point on the South line of said Section 26;

Thence N. 89°17'23" W. a distance of 1,228.62 feet to the Southwest Corner of said Section 26;

Fremont County, Wyo.

Recorded

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1 o'clock p.m. James A. Farthing  
County Clerk

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Thence N. 88°43'00" W. a distance of 1,285.38 feet to the Southwest Corner (SW Cor.) of the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 27;

Thence N. 00°43'24" E. a distance of 2,664.78 feet to the Northwest Corner (NW Cor.) of the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of said Section 27;

Thence S. 88°40'24" E. a distance of 1,256.79 feet to the West one quarter Corner (W¼ Cor.) of said Section 26;

Thence N. 02°54'28" E. a distance of 2,699.12 feet to the point of beginning.

The above described outer boundary of said tract contains 503.315 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 \_\_\_\_\_, 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 "Porcupine Subdivision Filing No. 2", 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 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

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in accordance with their several terms and provisions by the owners of the lots and tracts 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. SIZE OF LOTS: Excepting lots already platted, lots in this legal subdivision shall contain at least two acres, more or less, which, in unusual circumstances, could contain less, upon approval of the Architectural Control Committee.

4. USE: The use of the lots herein shall be limited to private residential purposes and no more than one residential unit with outbuildings shall be located on any one lot; use and occupancy of the respective residential units shall be limited to one family; no commercial or business use of any of the lots or residential units shall be permitted; including, but not limited to, outfitting and guiding hunters and fishermen, nor shall any commercial or business activity be conducted within the legal subdivision. No unlicensed or inoperable motor vehicles 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 purposes of temporarily maintaining a residence during the construction of a building in conformity with the requirements as hereinafter set forth; provided, however, that trailer houses will be permitted of the type and quality approved by the Architectural Control Committee; and provided further, however, that unoccupied campers and camp trailers may be stored upon the premises by the beneficial owners of the property. Livestock for pleasure purposes, such as saddle horses and domestic pets shall be permitted; the raising, maintenance, keeping or harboring of any kind of barnyard fowl, sheep, goats and cattle, swine or other similar animals not ordinarily raised for pleasure purposes only is prohibited. No lot, the subject of this subdivision, shall be further subdivided unless, after subdivision, each lot contains at least two acres, more or less, or, under unusual circumstances, a lot may contain less acreage, upon approval of the Architectural Control Committee.

5. UTILITY AND SERVICE LINES: All public utility and service lines, including pipe lines, shall be buried.
6. MINERAL RIGHTS: All mineral rights, including oil, gas and other hydrocarbons, upon the premises are reserved in their entirety to Porcupine Joint Venture.
7. 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; where livestock is kept for pleasure purposes, it 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.
8. 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 said one-year period, be abated as a nuisance. No residence may be placed, erected or constructed closer than 10 feet from a lot boundary line; provided, however, that outbuildings or garages may be placed closer to the tract or lot boundary line. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, 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 for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-store open porches and garages, shall be not less than 600 square feet for a one-story dwelling. 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.

9. 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.

10. 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.

11. 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.

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

13. MINING OPERATION: No quarrying, gravel operation or mining operations of any kind shall be permitted upon or in any portion of the property.

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

15. BUTANE TANKS, WATER STORAGE AND SEWAGE DISPOSAL SYSTEMS: Butane tanks, water storage tanks and sewage disposal systems must conform to state regulations and will be located so as not to detract from the appearance of the lot.

16. TREES: Live trees may not be removed from any lot without written consent from the Architectural Control Committee.

17. NO PROPOSED PUBLIC SEWAGE DISPOSAL: There is no proposed public sewage disposal system; however, a percolation report is on record in the Fremont County Planning Office and the tests indicate that each lot can support a legal septic system.

18. NO PROPOSED DOMESTIC WATER SOURCE: The developer has not proposed any domestic water source.

19. NO PUBLIC MAINTENANCE OF STREETS OR ROADS: All roads on the subdivision shall be private roads, commonly owned and for the common use and benefit of subdivision owners; provided, however, that said roads shall be available for use by Porcupine Joint Venture owners, their agents and employees, and for access to any other additions or subdivisions created by Porcupine Joint Venture, or their successors. Since all roads are commonly owned, all maintenance and repair of roads shall be at the cost and expense of the subdivision owners. Subdivision owners shall maintain all roads in good repair at all times. Expense of maintaining "main" roads which are used as common access roads shall be borne and paid by all Porcupine subdivision and addition owners who benefit by their use, and Porcupine Joint Venture shall not be obligated or committed to provide winter maintenance upon said roads or be required to remove snow from the roads during the winter months. The Architectural Control Committee shall have the power to provide maintenance and



to assess the benefiting property owners at a reasonable rate and collect such assessments. All "main" roads within the subdivision shall be accessible to properties developed adjacent to Porcupine Subdivision Filing No. 2, so as to allow common access roads to this subdivision and to adjacent subdivided properties.

20. ARCHITECTURAL CONTROL COMMITTEE - DEFINITION AND NUMBER:

The Architectural Control Committee is composed of the owners of Porcupine 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 a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee.

WITNESS this 6th day of May, 1975.

PORCUPIE JOINT VENTURE

By: Emery Tomlinson  
Emery Tomlinson

Harmon H. Watt  
Harmon H. Watt

H. S. Harnsberger, Jr.  
H. S. Harnsberger, Jr.

VIDAK ENTERPRISES, INC.

By: Lowell A. Morfeld  
Lowell A. Morfeld, President

STATE OF WYOMING )  
                          ) ss.  
County of Fremont )

The foregoing instrument was acknowledged before me by Emery Tomlinson, Harmon H. Watt, H. S. Harnsberger, Jr., and by Lowell A. Morfeld President of and acting for an on behalf of Vidak Enterprises, Inc., a Wyoming corporation, this 6th day of May, 1975.

WITNESS my hand and official seal.

Judith P. Mueller  
Notary Public  
State of Wyoming  
My Commission Expires April 29, 1978

ADDENDUM PERSUANT TO:  
RESERVATIONS AND RESTRICTIVE COVENANTS  
TO PORCUPINE SUBDIVISION FILING NO. 2

I Harmon H. Watt being the last and only living member of the Porcupine Joint Venture Architectural Control Committee, hereby designate the following persons as successors to said committee. Robert F. St. John Jr., Elsie L. Ransom, Christopher Jon Riker, William J. Jacoby, Darlene M. Raymond, and resign from my position to said committee this 26th day of September, 2000.

Witness this 26th day of September 2000

Porcupine Joint Venture

By: Harmon H. Watt

Harmon H. Watt

Acceptance By: Robert F. St. John Jr.

Robert F. St. John Jr.

Acceptance By: Elsie L. Ransom

Elsie L. Ransom

Acceptance By: Christopher Jon Riker

Christopher Jon Riker

Acceptance By: William J. Jacoby

William J. Jacoby

Acceptance By: Darlene M. Raymond

Darlene M. Raymond

The Porcupine Joint Venture Architectural Control Committee is to meet twice yearly, is not for grievance, only covenants control.

Before me this 26th day of September, 2000  
Barbara R. Poggis  
Barbara R. Poggis, notary public

