

800440

AMENDMENT TO RESTRICTIVE COVENANTS

The undersigned, representing a majority of the current owners of lots which constitute the Means Subdivision (SE1/4 of Section 9 in Township 50 North, Range 72 West of the 6th P.M., Campbell County, Wyoming), hereby change, alter, and amend those restrictive covenants pertaining to said subdivision, and previously filed for record in Campbell County in Book 277 of Photos, Page 335, on 17 September 1973. A true and correct copy of said Restrictive Covenants is attached hereto as "Exhibit A" and incorporated by reference herein.

It is the express intent of the undersigned to change the provisions contained in Paragraph 1 of the aforementioned Restrictive Covenants with respect to permitted uses for subdivision lots. Specifically, Paragraph 1, which prohibits the use of any lot except for residential purposes, is hereby amended, and the restrictions referenced therein superceded by the following:

1. Lots may be used for residential purposes. Business use of said lots shall likewise be permitted subsequent to an affirmative majority vote by the owners of the lots at the time such business use is requested. Effective immediately, the following business shall be permitted:

- a. Mister Well Service, Inc., a commercial and residential well service company.

2. Lots may have garages or shops larger than (2) car garages, so long as the same is built and maintained in a manner to conform to the other construction on the tract or lot and not depreciate the use or value of the other property in the area.

3. The provisions of Paragraph 2 of the original Restrictive Covenants is hereby stricken to the extent that it is currently inconsistent with the existing permitted business uses specified in Paragraph 1, above.

4. The provisions of Paragraph 4 of the original Restrictive Covenants are hereby amended to the extent necessary to accommodate the permitted business uses specified in

Paragraph 1, above.

5. There shall be no limit placed upon the number of livestock, poultry or other animals, so long as they are kept in an area which adequately fenced will keep the same within the owners' area, and the premises must be kept in a clean and sanitary condition, so as not to be offensive to adjoining owners.

6. All other terms, conditions, limitations, restrictions, and uses set forth in the original Restrictive Covenants not inconsistent with the changes contained hereinabove shall remain in full force and effect, and undisturbed.

7. It is the intent of the undersigned that the changes hereinabove noted shall be effective immediately upon the recording of this agreement. In the event that the covenants contained within the original Restrictive Covenants shall be found to be effective for a period of 30 years from and after the original 17 September 1973 recording, then the changes contained herein shall become effective immediately upon the 30th anniversary of said date, to wit, 17 September 2003.

DATED this 11th day of July, 2002.

Stanley Dudley
Marilyn Dudley
Mr. and Mrs. Stanley Dudley
Lot 3

Mr. and Mrs. Roy E. Knutson
Lot 8

Jerry R Means
Kathie M. Means
Mr. and Mrs. Jerry Means
Lot 4

Jerry R Means
Kathie M. Means
Mr. and Mrs. Jerry Means
Lot 9 and 10

Bryan Colley

Mr. and Mrs. Bryan Colley
Lot 5

John C. Maller
John C. Maller
Mr. and Mrs. John C. Maller
Lot 11

Book 1777 of Photos, Page 359
Kelly Marchead
Kelly Marchead

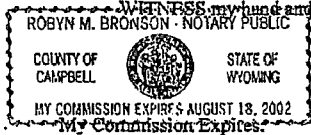
Mr. and Mrs. Albert Curry
Lot 6

Mr. and Mrs. K.C. Miller
Lot 12
Carl Kelly Marchead

Montie Means
Montie Means
Mr. and Mrs. Montie Means
Lot 7

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this 11th day of July, 2002, by Mr. and Mrs. Stanley Dudley.



Robyn M. Bronson
Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this 11th day of July, 2002, by Mr. and Mrs. Jerry Means.



Robyn M. Bronson
Notary Public

My Commission Expires:
STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this ____ day of July, 2002, by Mr. and Mrs. Bryan Colley.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

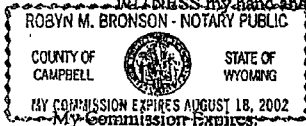
The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this ____ day of July, 2002, by Mr. and Mrs. Albert Curry.
WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this 17 day of July, 2002, by Mr. and Mrs. Montie Means.
WITNESS my hand and official seal.



Robyn M Bronson
Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

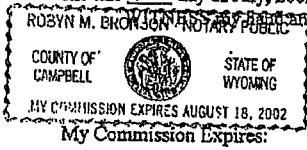
The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this ____ day of July, 2002, by Mr. and Mrs. Roy E. Knutson.
WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

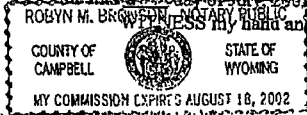
The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this 11th day of July, 2002, by Mr. and Mrs. Jim Means.



Robyn M. Bronson
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this 11th day of July, 2002, by Mr. and Mrs. John C. Maller.



Robyn M. Bronson
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me this 11th day of July, 2002, by Mr. and Mrs. KC Miller. Coli and Kelly Morehead.



Robyn M. Bronson
Notary Public

My Commission Expires:

375320

RESTRICTIVE COVENANTS

The undersigned, Glen E. Means and Kathleen Means, being the owners of a portion of the following described property: SE $\frac{1}{4}$ of Section 9 in Township 50 North, Range 72 West of the 6th P.M. Campbell County, Wyoming, known as the Means Subdivision, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting the said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land above described as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit and limitations of all future owners in said subdivision.

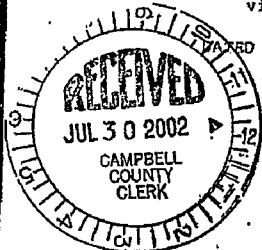
1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single or dual family dwelling, and a private garage for no more than two (2) cars, provided further, that a trailer house to be used as a family dwelling shall also be acceptable for location on a lot in the subdivision. Provided further, that no more than one trailer house utilized as a family dwelling may be located on each lot, it being the intention of the owners to specifically prohibit the establishment of trailer parks or courts on any of the lots herein included.
2. Provided further, a business office, or a hometype business, such as a beauty shop, may be located in a dwelling or attached thereto, without being a violation. No commercial or industrial type business, however, shall be conducted on said premises.
3. That any tract or lot may also have a barn or structure for the care of livestock, so long as the same is built and maintained in a manner to conform to the other construction on the tract or lot and not depreciate the use or value of the other property in the area.
4. No noxious or offensive activities shall be carried on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. Any livestock, poultry or other animals shall be kept in an area which adequately fenced will keep the same within the owners area, and the premises must be kept in a clean and sanitary condition, so as not to be offensive to adjoining owners.
6. No lot 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 the storage or disposal of such material shall be kept clean and sanitary.

- 7. No individual sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.
- 8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or part.
- 9. Enforcement shall be by the proceedings at law or inequity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

WITNESSED this 14th day of September, 1973.



Glen E. Means

 Glen E. Means

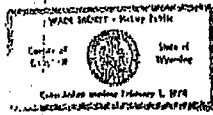
Kathleen Means

 Kathleen Means

STATE OF WYOMING)
 C)
 County of Campbell) ss.

The foregoing instrument was acknowledged before me this 14th day of September, 1973. By Glen E. Means and Kathleen Means.

Witness my hand and official.



Wade Bunkley

 NOTARY PUBLIC

STATE OF WYOMING) ss.
 Campbell County)

Filed for record this 30th day of July A.D. 2002 at 1:18 o'clock P.M. and recorded in Book 1777 of Photos on page 357-363 Fees \$ 26.00

By *Cheryl Wilbur* Deputy
 800440
 RECORDED ABSTRACTED INDEXED CHECKED

STATE OF WYOMING) ss. 075320
 Campbell County)

Filed for record this 17th day of September A.D. 1973 at 1:32 o'clock P.M. and recorded in Book 277 of Photos on page 335 Fees \$ 3.00

By *Jeannette Faust* Deputy
 RECORDED ABSTRACTED INDEXED CHECKED
 County Clerk and Ex-Officio Registrar of Deeds