

LOCATION INSET
SCALE: 1" = 2000'

586594
PROCESSED
'96 OCT 17 PM 3 13

PLAT OF
"PINE HILL SUBDIVISION"
A SUBDIVISION OF
THE S/2 OF THE SW/4 OF SECTION 4,
TOWNSHIP 33 NORTH, RANGE 77 WEST, 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

PINE HILL SUBDIVISION
INSTRUMENT #586594
Recorded 10-17-96

Cole Creek Sheep Company hereby certify that the above and foregoing subdivision located in and being all of the South half of the Southwest quarter of Section 4, Township 33 North, Range 77 West of the 6th Principal Meridian, Natrona County, Wyoming as appears on this plat and more particularly described by metes and bounds as follow:

Beginning at the southwest corner of said Section 4, thence North 0°17'25" East a distance of 1322.73 feet to the northwest corner of the south half of the southwest quarter of said section 4, thence North 89°32'52" East a distance of 2626.31 feet to the northeast corner of the south half of the southwest quarter of said Section 4, thence South a distance of 1328.90 feet to the southeast corner of the southwest quarter of said Section 4, thence South 89°41'00" West a distance of 2632.97 feet to the point of beginning. Said parcel contains 80.034 acres more or less.

is with the free consent and in accordance with the desires of the above named and undersigned owners and proprietors of said lands, that the name of said Subdivision shall be "PINE HILL SUBDIVISION", and that said owners and proprietors do hereby waive and relinquish all rights granted under and by virtue of the Homestead Exemption Laws of the State of Wyoming. Also, the foregoing "PINE HILL SUBDIVISION", as it appears on this plat is and shall be subject to the covenants and restrictions hereto annexed as "Exhibit A".

DATED AT CASPER, WYOMING THIS 9th DAY OF September, 1996.
COLE CREEK SHEEP COMPANY, a Wyoming Corporation.

BY: Jon Nicolaysen
JOHN NICOLAYSEN, PRESIDENT

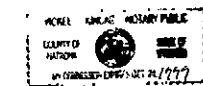
STATE OF WYOMING) SS
COUNTY OF NATRONA)

On this 25 day of September, 1996 before me personally appeared Jon Nicolaysen, who by me being duly sworn, did say that he is the president of COLE CREEK SHEEP COMPANY, a Wyoming Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors of said corporation, and said Jon Nicolaysen acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal on the 25 day of Sept, 1996.

My commission expires: _____

Nickel Kincaid
NOTARY PUBLIC



CERTIFICATE OF SURVEYOR:
STATE OF WYOMING) SS
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS: That I, Daniel A. Siek, do hereby certify that I prepared this plat from an actual and accurate survey of the land made by me during the month of June, 1996 and that the corner monuments shown hereon were properly placed under my supervision, in accordance with the Subdivision Regulations of Natrona County.

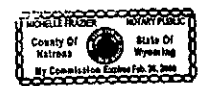
DANIEL A. SIEK,
P.O. BOX 1765
CASPER, WYOMING 82602
(307)266-6829



Subscribed in my presence and sworn to before me by Daniel A. Siek on this 24th day of September, 1996.

My commission expires on Feb 26, 2000

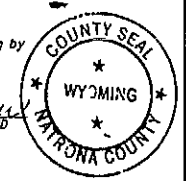
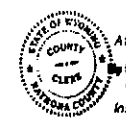
Michelle Francis
NOTARY PUBLIC



Approved by the Board of County Commissioners of Natrona County, Wyoming by Resolution duly passed on the 17 day of September, 1996.

Attest: Mary A. Colvin
COUNTY CLERK

Bill B. Brown
CHAIRMAN OF THE BOARD



Inspected and Approved on the 10th day of October, 1996

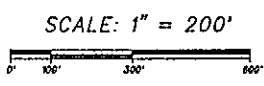
Ch. Th...
COUNTY SURVEYOR

Filed for record in the Office of the County Clerk of Natrona County, Wyoming on the 17th day of October, 1996.

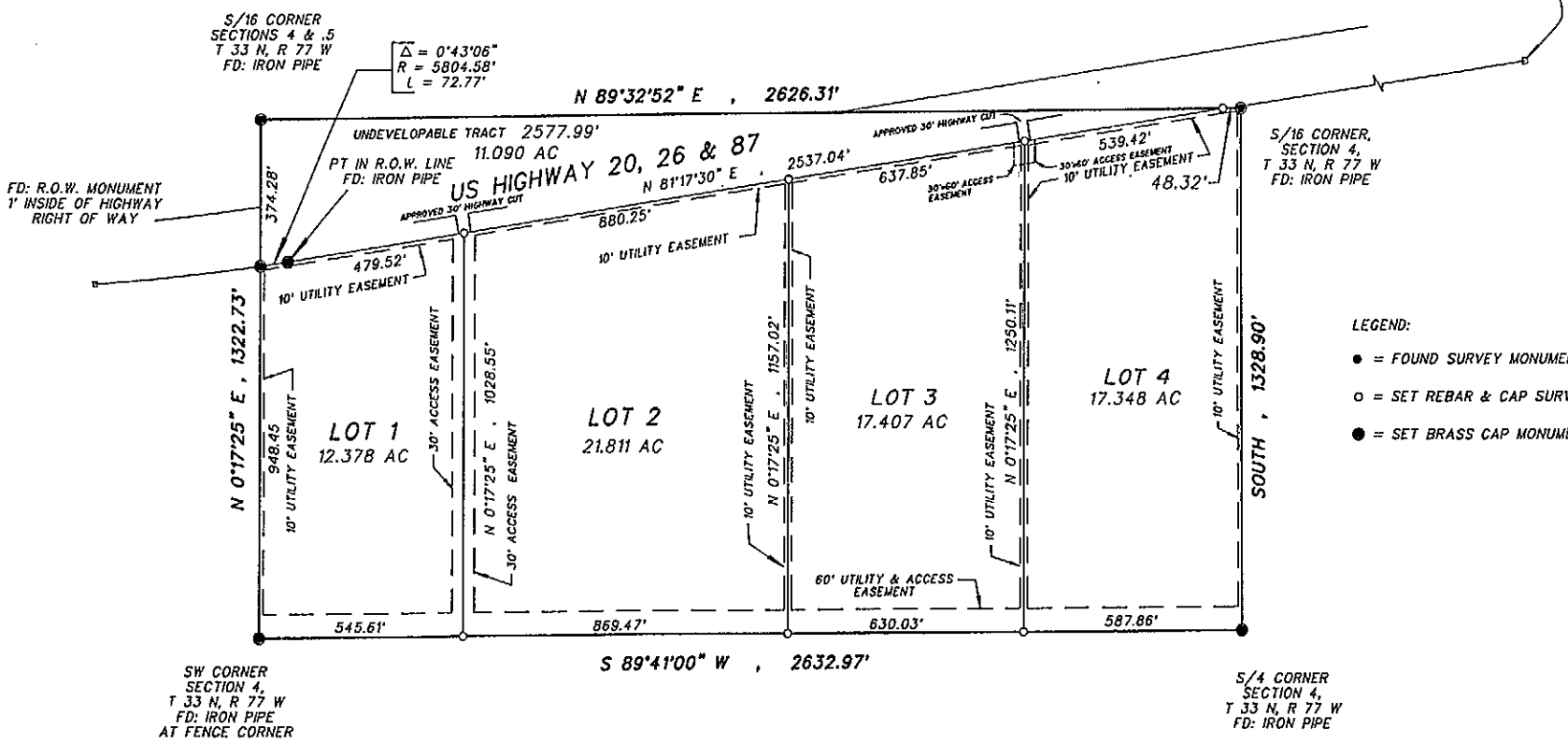
Mary A. Colvin
COUNTY CLERK

NOTES:

- 1) BASIS OF BEARING IS AN ASSUMED BEARING OF S 89°41' W ON THE SOUTH LINE OF THE SW/4 OF THE SECTION.
- 2) "NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM".
- 3) "NO PROPOSED DOMESTIC WATER SOURCE".
- 4) "NO PUBLIC MAINTENANCE OF STREETS OR ROADS".
- 5) EXISTING ZONING IS HOMESTEAD



FD: R.O.W. MONUMENT
1' INSIDE OF HIGHWAY
RIGHT OF WAY



- LEGEND:
- = FOUND SURVEY MONUMENT.
 - = SET REBAR & CAP SURVEY MONUMENT.
 - = SET BRASS CAP MONUMENT

Inspected and approved on the 11 day of Oct, 1996

James R. Anderson
COUNTY HEALTH OFFICER

Inspected and approved on the 14 day of Oct, 1996

James A. Curran
COUNTY PLANNER

**PINE HILL SUBDIVISION
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Cole Creek Sheep Company (hereinafter referred to as "Cole Creek"), is the owner of all that certain real property situate in Natrona County, State of Wyoming, known as Pine Hill Subdivision, more specifically described on Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, Cole Creek does hereby and by these presents make, publish, declare and impose upon all of the real property described in Exhibit "A" the following restrictions and limitations governing the use and development of any and all portions within the Property, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Property, shall be effective upon recording, and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of any portions of the Property, to-wit:

**ARTICLE I
DEFINITIONS**

RECORDED Oct 30 1996 AT 1:40 PM
INDEXED 587171
NATRONA COUNTY CLERK
CASPER, WYOMING

1. **Lots:** Each of the parcels of the Property, numbered 1 through 4, as shown on the plat attached hereto as Exhibit "B".
2. **Undeveloped Tract:** Shall mean the 11.090 acre tract of land north of Lots 1 through 4, which is subject to a highway easement and is currently undevelopable.
3. **Property:** The words "Property" or "Real Property" as used in these covenants shall mean all of the lands described in Exhibit "A".
4. **Owner:** Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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5. **Principal Residence:** Shall mean the single family residential structure, constructed on any lot on the Property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

6. **Plat:** Shall refer to the County approved subdivision plat for Pine Hill Subdivision.

7. **Shared Access Roads:** Shall mean all private roadways which provide access from the Glenrock Highway to the boundary lines of the property.

8. **Structure:** shall mean anything built or placed on the ground.

ARTICLE II ENVIRONMENTAL COMMITTEE

1. **Environmental Committee:** The Environmental Committee shall be comprised all lot owners in the Subdivision. Said Environmental Committee shall have and exercise all the powers, duties, and responsibilities set forth in this instrument. All actions taken by the Environmental Committee shall be based on a majority action where each Owner shall be entitled to one vote for each lot he owns.

2. **Approval by Environmental Committee:** No improvements, including but not limited to dwelling houses, barns or stables, swimming pools, tennis courts, ponds, flag poles, antennas, fences, walls, garages, drives, parking areas, curbs and walks, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such construction or alteration be approved in writing by the Committee prior to the commencement of work. If the plans submitted are sufficient for the Environmental Committee to exercise the judgment required by these covenants and if the Environmental Committee fails to take action within thirty (30) days after plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, so long as such improvements comply with the restrictive covenants herein set forth as minimum restrictions.

3. **Preliminary Approvals:** Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Subdivision must own land in the Subdivision; provided, however, that persons who contemplate the purchase of a lot may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete design plans are submitted and approved or disapproved, but shall endeavor where practical to suggest such changes or alterations as may be required prior to final approval.

4. **Environmental Committee Not Liable:** The Environmental Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the Subdivision by reason of any action, failure to act, approval.

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disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to a lot, or any person or association submitting plans to the Environmental Committee for approval, by so doing does agree and covenant that he or it will not bring action or suit to recover damages against the Environmental Committee, its members as individuals, advisors, employees, agents or developer

5. **Written Records:** The Environmental Committee shall keep for at least two (2) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

ARTICLE III RESTRICTIONS ON ALL LOTS

1. **Zoning Regulations:** No lot shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

2. **Private Residence Purpose.** All lots in Pine Hill Subdivision shall be used for residential purposes exclusively. No guest house or out building may be rented or leased, except as part of the entire premises, and such accessory building or guest house may not be constructed prior to the construction of the main residence without written approval of the Environmental Committee.

3. **Prohibited Activities.** Except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, and an owner may have a home office provided they do not sell or serve customers or clients on or from the premises, no other business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained or conducted on any lot in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards, or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area.

4. **Signs.** One "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, and "No Trespassing or Hunting" signs shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any tract or lot.

5. **Animals and Livestock.** It shall be permissible for the owners of a homesite, in addition to household pets and small livestock (e.g., ducks, rabbits), to own and maintain on the lot one horse or one cow, one llama or similar livestock, per each five acres owned by them. For purposes of this

restriction, three sheep or three goats shall be considered equivalent to a horse or cow. Except as herein specified, no other animals, livestock or pets shall be deemed a permissible use. In the event that a majority of the Environmental Committee should determine that animals maintained on a homesite, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision, or have been allowed to overgraze all of the pasturage on the homesite, the Environmental Committee is granted the authority to restrict such use in such manner as it deems appropriate. All animals shall be kept enclosed in corrals or other fencing.

6. **No Resubdivisions.** No lot reflected on Exhibit "B" shall be resubdivided into smaller tracts or lots.

7. **Service Yards and Trash.** Clothes lines, service equipment, boats, motor homes, trailers, wagons, trucks, tractors, garden equipment, TV antennas, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts not less frequently than bi-weekly and shall not be allowed to accumulate.

8. **Wood Stoves/Fireplaces.** All wood stoves and fireplaces shall comply with local, state and federal emission regulations.

9. **Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any lot

10. **Damaged or Destroyed Structures.** In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the property.

11. **Maintenance.** Each lot and all improvements from time to time located thereon shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at lot owner's sole cost and expense

12. **Slopes and Terraces.** All slopes or terraces on any lot shall be maintained so as to prevent any erosion therefrom on adjoining lots or roadways.

13. **Number and Location of Buildings:** No buildings or structures shall be placed, erected, altered or permitted to remain on any single-family residential lot other than:

- a. one detached single-family dwelling;

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b. In the event that Natrona County Zoning Regulations applicable to this property are modified or changed to permit a guest house, then a single guest house shall be permitted under these covenants:

- c. an attached or detached garage; and
- d. a service-type barn, stable or shed.

No dwelling shall be placed, erected, altered or permitted to remain on any lot or location except as permitted herein.

14. **Minimum Setback Requirements:** Each building on a lot shall have minimum setback distances measured from both lot lines and access easements to the nearest wall of such structure of twenty (20) feet, except for lot lines bordering Highway 20-26, which shall have a minimum setback of thirty (30) feet.

15. **Square Footage:** The ground floor (1st floor) area of the single-family dwelling, exclusive of porches, carports or garages, shall not be less than 1,250 square feet for a one-story dwelling, and 1,000 for the main floor of any two-story or split-level dwelling.

16. **Landscape Development:** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.

17. **Tanks:** Elevated (above ground level) tanks shall be screened.

18. **Used or Temporary Structures:** No temporary house, mobile home, basement or trailer, or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily, and no dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structures or outbuildings shall be completed in no more than one (1) year from the date construction commences.

19. **Modular Homes:** Modular homes are permitted provided they have wood product siding, pitched shingled roof with eave overhangs, are mounted on approved foundations, meet the other covenants contained herein, and are accepted by Natrona County.

20. **Sanitary Systems:** No sewerage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper county and state health agencies.

21. **Land Uses:** No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.

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22. **Fencing:** No fencing shall be erected on the lot line between Lots 1 and 2 in the access easements or along the back of the lots 1 through 4 in the access easement. Instead, in those areas fencing shall be placed along the easement boundary lines

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ARTICLE IV EASEMENTS

1. **Dedicated Roads and Easements.** By filing these covenants, Cole Creek does hereby dedicate those areas shown as roadways and easements on the approved subdivision plat.

2. **Utility Easements.** Cole Creek hereby reserves to itself, its successors and assigns, perpetual easements within the Property boundary, on and along ten (10) feet on either side of all property lines, and on and along all roadways and such additional locations as shown on the Plat, 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 Property or other lands owned by Cole Creek. This right is a perpetual right and shall not be modified by any future covenant changes.

3. **Rights-of-Way:** Cole Creek hereby reserves to itself, its successors and assigns, perpetual easements across the land in the Property, along all those dedicated roadways as shown on the Plat for the purpose of providing access along and through said properties to adjoining properties and stock trails of Cole Creek and for constructing, maintaining and operating utilities and roadways. This right is a perpetual right which may be dedicated as a public way and shall not be modified by any future covenant changes.

ARTICLE V ENFORCEMENT

1. **Enforcement Actions:** Cole Creek shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, on behalf of itself and all or part of the Owners. In addition, each owner shall have the right to prosecute an action for injunctive relief and for damages by reason of any covenant violation. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees, incurred in enforcing these covenants.

ARTICLE VI UNDEVELOPED TRACT

Irrespective of any restriction or covenant contained herein to the contrary, Cole Creek reserves to itself, its successors and assigns, the power and authority to transfer the 11.090 acre

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parcel undeveloped tract shown on the Plat north of Highway 20-26 free and clear of these covenants.

**ARTICLE VII
GENERAL PROVISIONS**

1. **Severability:** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. **Effect and Duration of Covenants:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representatives and assigns. The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from the date and after the date thereof, and shall remain in force and effect thereafter for a successive ten (10) year period unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty (25) year period or at the end of any succeeding ten (10) year period

3. **Amendment:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy-five percent (75%) of the lots. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 30th day of October, 1996.

COLF CREEK SHEEP COMPANY.

By: [Signature]

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STATE OF WYOMING)
) S.S.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Jon C. Nicoloyasen, President, on behalf of Cole Creek Sheep Company, this 30 day of October, 1996.

Witness my hand and official seal.



Nicky L. Vincaid
Notary Public

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EXHIBIT "A"

S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 4, Township 33 North, 6th. P.M., Natrona County, Wyoming,

LESS a tract of land containing 11.090 acres.

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