

DECLARATION OF RESTRICTIVE COVENANTS  
FOR DOUBLE J SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that we DONALD M. JUBY and A. WANETA JUBY, husband and wife, being the present owners of the following land:

W<sup>1</sup>SE<sup>4</sup>, Sec. 1 original survey or Lot 56 resurvey, T. 52 N., R. 101 W. of the 6th P.M., Park County, Wyoming

included in the DOUBLE J SUBDIVISION, hereby establish the following restrictive covenants for said land.

We hereby covenant, agree and declare that all said land is held subject to these plans and restrictions all of which shall be covenants running with the land and shall bind and inure to the benefit of the undersigned, their heirs, devisees, successors, grantees and assigns.

We further covenant, agree and declare that all subsequent grants of said land or any part thereof shall be subject to these general plans and restrictions.

PLANS AND RESTRICTIONS:

1. All water wells and systems, all septic tanks and sewage systems and all other improvements on all of said land shall be constructed and installed in accordance with all federal, state and county laws and regulations.
2. Not more than one single family residence with appropriate out buildings shall be erected on any lot for each two full usable acres in said lot. No residence with less than 1,000 square feet of ground level floor space shall be constructed upon any lot and any residence shall be completed within two years after commencement of construction. All dwellings shall be modern. No trailers or basement houses shall be placed on any of said land for more than one year which period is allowed for living while a residence is being constructed and there shall be no extension of the one year period. This shall not apply to modular, sectional or doublewide mobile homes on foundation or basements. All out buildings shall be compatible with the type of construction of the main residence on the lot. No buildings shall be placed, erected or permitted to exist on any lot closer than 40 feet to any front boundary line or 25 feet to any rear or side boundary line of that lot. All construction shall be new and no old or used buildings may be moved from another location onto any tract or lot in the subdivision.
3. No tracts or lots containing less than two acres exclusive of roads shall be sold or conveyed within the above land and all lots or tracts must be fenced within one year of purchase.
4. All water rights adjudicated to the land shall go with the land when sold or conveyed and each of the parties hereto and their heirs, personal representatives, successors, grantees and assigns shall cooperate in the proper division of irrigation water, share equally the cost and maintenance of the whole pipeline from the canal along the road right-of-way, be allowed only one riser from said pipeline into his land, and install at his own expense a pump with lines and sprinklers within one year of purchase. Should any user damage any portion of said pipeline by his own negligence said user shall pay all costs of that repair. Costs of

maintenance may be assessed each lot owner and failure to pay that proportionate share may constitute a valid lien against the property. Each water user is responsible for seeing that water running off his land after he has used it to irrigate (wastewater) does not run uncontrolled onto the property of a neighbor.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may become an annoyance or nuisance to the neighborhood. No motor vehicles without current registration and current license plates and no motor vehicle in a state of disrepair or being used to supply substitute or junk parts for other vehicles shall be parked or left standing on any lot or street, alley or way adjacent thereto. There shall be no living in vans, busses, or campers whether they be self contained or not except for visitors for a reasonable amount of time.

6. No animals except a reasonable number of domestic dogs, cats, horses, cows, sheep, or rabbits, nor any fowl except a reasonable number of domestic chickens, turkeys, ducks, geese, and such other birds as are customarily kept and used as household pets, shall be kept, cared for, or maintained on any lot. Under no circumstances shall any animal or fowl which is hereby permitted to be raised, kept or maintained be allowed to run at large, but shall be the duty of the owners and occupants of each lot within said property to construct suitable and appropriate fences, barns, cages, pens, sheds, coops, runs, kennels, or other effective enclosures to restrain and confine any such animals or fowl which such owners have within their care, custody and control. Any such enclosures shall be kept up and painted and the premises kept clean to eliminate all unpleasant odors.

7. There shall be no incineration or burning garbage, trash, or other waste debris on any lot within said property. All such waste material except that which may be cleanly and effectively disposed of through the use of sanitary sewer systems shall be hauled for disposition to the Park County garbage and trash dump or such other publicly maintained and operated place of disposition as may be convenient to the owners or occupants. Garbage receptacles shall be enclosed so as not to create an offensive appearance or odor.

8. All lots within the subdivision shall be used for combination residential and agricultural use only.

9. Covenants, conditions and restrictions contained herein shall be in effect for a period of 25 years from and after the date hereof after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then record owners of tracts of land has been recorded amending, modifying or rescinding these covenants, conditions or restrictions in whole or in part.

10. These covenants and conditions may be amended, modified or repealed at any time by written consent of the then record owners of 51 percent of the above land, except the land use change.

#### VIOLATIONS:

1. The general plans and restrictions herein inure to the benefit of the parties and all their heirs, personal representatives, successors and assigns.

2. If any grantee or owner of any said land violates or attempts to violate any of the plans, covenants and restrictions herein it shall be lawful for the parties or any other person or persons owning such land to take appropriate proceedings against the person or persons violating or attempting to violate these plans, covenants and restrictions for the purpose of restraining and enjoining such violations.

3. Invalidation of any one of these covenants or restrictions shall not affect any of the other covenants and restrictions herein all of which remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed this 18th day of October, 1982.

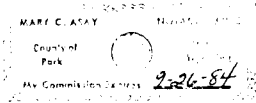
Donald M. Juby  
Donald M. Juby

A. Waneta Juby  
A. Waneta Juby

STATE OF WYOMING )  
                          ) SS  
County of Park     )

The foregoing instrument was acknowledged before me by Donald M. Juby and A. Waneta Juby this 18th day of October 19 82.

Witness my hand and official seal.



Mary C. Asay  
Notary Public

My commission expires:

Sept. 26, 1984

State of Wyoming } ss.  
County of Park }  
This instrument was filed for record on the 15 day of December 1982 at 3:05 o'clock P. m. and duly recorded in Microfilm Book 78 records on page 999.  
M. E. FONTAINE, Register of Deeds  
by Waneta Juby, Deputy  
201682

AMENDMENTS TO THE  
DECLARATION OF RESTRICTIVE COVENANTS FOR  
DOUBLE J SUBDIVISION

Park County, State of Wyoming

On December 15, 1982 the Declaration of Restrictive Covenants for Double J Subdivision dated October 18, 1982, was recorded with the County Clerk, Park County, Wyoming, in Microfilm Book 78 at Page 999. On February 1, 1983, Alan R. Dutton and Orlean Dutton recorded in Microfilm Book 80 at Page 996 an agreement dated January 20, 1983, wherein they agreed to abide by the the Declaration of Restrictive Covenants of the Double J Subdivision "excepting that portion of covenant number two (2) which provides no trailer shall be placed on the land but that we (Alan R. Dutton and Orlean Dutton) shall have the right to keep and maintain not more than one mobile home on the present mobile home location on the above described property."

The property comprising Double J Subdivision and the property of Alan R. Dutton and Orlean Dutton are all located in the W $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 1 original or Lot 56 resurvey, T. 52 N., R. 101 W. of the 6th P.M., Park County, Wyoming.

This Amendment to the Declaration of Restrictive Covenants for Double J Subdivision is made by the undersigned, hereinafter referred to as "Declarants", who are presently a majority of the record owners of tracts of lands subject to the Declaration of Restrictive Covenants, and it is the desire of the Declarants to further amend those original Declaration of Restrictive Covenants as follows:

1. ROAD REPAIRS, MAINTENANCE, AND IMPROVEMENTS.

The owners of Lots 3 through 9 and Alan R. Dutton and Orlean Dutton, as owners of property subject to the Declaration of Restrictive Covenants, shall be responsible for all expenses incurred for any repair, maintenance, or improvement of the access road to their property or the adjacent right of way, which road is known as Juby's Hill Road. The owners of Lots 3 through 9 shall each be responsible for one ninth (1/9) and Alan R. Dutton and Orlean Dutton shall be responsible for two-ninths (2/9) of any expenses incurred. No repair, maintenance, or improvement to the access road or adjacent right of way shall be commenced without the prior consent of a majority of the owners of lots subject to the assessment.

2. USE OF PROPERTY.

Alan R. Dutton and Orlean Dutton shall not allow more than one other family to reside on their property, which family shall reside in the mobile home excepted from the Declaration of Restrictive Covenants by the above referenced agreement dated January 20, 1983.

3. GAS LINE.

If the present gas line used by the owners of lots in Double J Subdivision and by Alan R. Dutton and Orlean Dutton, as owners of the property subject to the Declaration

of Restrictive Covenants, is condemned by lawfully appointed authorities, then each owner, including Alan R. Dutton and Orlean Dutton, shall be solely responsible for all expenses incurred in order to obtain natural gas service for use on their property and for any expense incurred to use natural gas on their property or to maintain the gas line servicing their property, including any cost of an independent meter for their property. Alan R. Dutton and Orlean Dutton shall be allowed to obtain gas service for two users, but they shall be responsible for any additional cost resulting from the use of the gas service by the additional use.

IN WITNESS WHEREOF, the undersigned have set forth their hands and seals on this 11 day of September, 1984.

Donald M. Juby  
3, 4, 5, 6, 7, 8  
Lot No. \_\_\_\_\_

Orlean Dutton  
Lot No. \_\_\_\_\_

Alan R. Dutton  
Orlean Dutton  
Lot No. \_\_\_\_\_

Harold E. Wood  
Alma J. Woods  
Lot No. \_\_\_\_\_

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STATE OF WYOMING )  
                          ) ss.  
COUNTY OF PARK )

The above and foregoing instrument was acknowledged before me this 11th day of September, 1984 by Donald M. Juby AND A. WANDA JUBY.

WITNESS my hand and official seal.



Joyce Dutton  
Notary Public  
My Commission expires: September 14, 1987

STATE OF WYOMING )  
 ) ss.  
COUNTY OF PARK )

The above and foregoing instrument was acknowledged before me this 14th day of September, 1984 by Alan L. Sutton and Debra Sutton, husband and wife

WITNESS my hand and official seal.

Barold Sax  
Notary Public

My Commission expires: August 3, 1985

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STATE OF WYOMING )  
 ) ss.  
COUNTY OF PARK )

The above and foregoing instrument was acknowledged before me this 26 day of September, 1984 by Gregory J. Woods and Kathleen C. Woods, husband and wife

WITNESS my hand and official seal.

Barold Sax  
Notary Public

My Commission expires: August 3, 1985

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STATE OF WYOMING )  
 ) ss.  
COUNTY OF PARK )

The above and foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1984 by \_\_\_\_\_

WITNESS my hand and official seal.

Notary Public

My Commission expires: \_\_\_\_\_