

DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

COMES NOW HERMAN COLE, DARRYL LYNDE and DOUGLAS T. MARQUISS  
of Gillette, Wyoming, being the owners of the following  
described real property, to-wit:

Township 52 North, Range 73 West, 6th P.M.  
Campbell County, Wyoming

Section 25: W1/2 W1/2

Section 26: N1/2 S1/2, S1/2 N1/2 SE1/4 SE1/4

Section 27: NE1/4SE1/4

hereby made the following declarations as to limitations,  
restrictions, and uses to which said land may be put and  
hereby specifies that such declarations which constitute  
covenants, conditions and restrictions to run with the land  
and shall be binding on all parties and all persons claiming  
under them and for the benefit of and limitations on all  
future owners, this declaration of restrictions being  
designed for the purposes of keeping the subdivision desirable  
for the uses as specified herein:

1. No building shall be erected, placed, or permitted  
on the premises, other than two detached single or dual  
family dwelling not to exceed two and one-half stories in  
height and a private garage for not more than 3 cars.

2. No basement, tent, shack, garage, barn or other  
out building shall at any time be used as a residence,  
temporarily or permanently, no shall any structure of a  
temporary character be used as a residence.

3. Provided that any tract or lot may also have a barn,  
roping arena or structure for the use of livestock, so

long as the same is built and maintained in a manner to conform to construction on other adjoining tracts or lots and not depreciate the use or value of the other tracts in the above-described area.

4. No more than two swine or goats shall be kept or allowed upon the lands at any time, and no commercial feed lots for confined feeding shall be allowed or permitted.

5. No junk vehicles, auto wrecking yards, salvage yards or storage of unused automobiles shall be allowed or permitted. All garbage, trash and other debris of any type or nature shall be promptly hauled off the premises and shall not be allowed to accumulate. However, a sanitary land fill which is out of sight of all adjoining property shall be allowed in accordance of the laws, rules and regulations of the State of Wyoming.

6. No signs shall be erected which may be more than six square feet.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.

8. All fences shall be as provided by the laws of the State of Wyoming.

These covenants are to run with the land and shall be binding on all parties and their successors for a period of twenty-five (25) years from April 1, 1976, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the subject lands has been recorded agreeing to change said covenants in whole or in part. These covenants may be amended or altered at any time upon the written approval of the then owners of 100 per cent of the above-described property. Any owner shall have the right to maintain an action against the person

or persons violating said covenants to seek injunctive relief in which event the Defendant, if found in violation of these covenants, shall pay all costs of maintaining such suit, including a reasonable attorney fee, and shall, furthermore, pay as liquidated damages to the Plaintiff the sum of \$100.00 per day said violations occurred. No such suit shall be maintained until written notice has been given to the alleged violator, and the alleged violator shall then have ten (10) days within which to cure and correct said defect.

In validation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

DATED This 27<sup>th</sup> day of September, 1976.

Herman Cole  
Herman Cole  
HERMAN COLE and Herman Cole, as  
attorney in fact for Lucille Cole  
Darryl Lynde  
DARRYL LYNDE  
Douglas T. Marquiss  
DOUGLAS T. MARQUISS

STATE OF WYOMING } **412093**  
Campbell County } ss.  
Filed for record this 4<sup>th</sup> day of November  
A. D., 19 76 at 1:18 o'clock P M. and re-  
corded in Book 359 of Photos  
on page 314 Fees \$ 6.50  
William E. Addison  
County Clerk and Ex-Officio Register of Deeds  
By Dorothy Ochs  
Deputy

RECORDED  
ABSTRACT

THE MILLS COMPANY, SHERIDAN 138690

STATE OF WYOMING )  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 1976 by HERMAN COLE, DARRYL LYNDE and DOUGLAS T. MARQUISS.

Leslie W. Hawkey, Jr., Notary Public  
County of Campbell State of Wyoming  
My Commission Expires June 24, 1978

Leslie W. Hawkey, Jr.  
NOTARY PUBLIC