

825531

PEBBLE GATE ESTATES
GENETHA P. TOLAR AND JOSEPH W. TOLAR

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PEBBLE GATE ESTATES

THIS DECLARATION made on the date hereinafter set forth by Genetha P. Tolar and Joseph W. Tolar, as "DECLARANTS",

WITNESSETH:

WHEREAS, DECLARANTS are the owners of a certain property in Campbell County, State of Wyoming, more particularly described as follows:

SW1/4 SE1/4 of Section 3, T49N, R73W of the Sixth P.M., Campbell County Wyoming. Also known as PEBBLE GATE ESTATES.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANTS desire to subject the property, and any subdivision thereof, to certain conditions, covenants and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANTS will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANTS hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protection of the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

Article I
DEFINITIONS

4 Section 1: "Pebble Gate Estate" shall mean and refer to that certain real property herein before described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term "covenants" as used herein, shall mean and refer collectively to the

covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in the DECLARATION.

Section 3: "DECLARANTS" shall mean and refer to Genetha P. Tolar and Joseph W. Tolar, their heirs, successors and assigns.

Section 4: "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to an lot which is a part of the property, but excluding those having such interest merely as security for the performance of obligations.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

Pebble Gate Estates as described above shall be made up of three lots, each of which will be a minimum of 5 acres. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, or land owners association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

Section 1- CONSTRUCTION:

All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wide mobile homes, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet. Two mobile home designed as single-wide and attached together shall not constitute a double-wide. All dwelling shall be skirted with coordinating skirting with-in 6 weeks of the dwelling being moved upon the lot. All construction, including utilities, shall meet the building codes for Campbell County, on the date of commencement of the said construction.

Section 2- BUILDING PLANS AND APPROVAL:

All building shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area.

Section 3- COMMERCIAL USE:

No part of the residential lots shall be used for manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose including, but not limited to, dog kennel, stores, shops repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, methane business, construction yard, livestock or agricultural enterprise, or motor cycle or motor cross racing, ATV racing or competition and any other public places of amusement.

Section 4- HUNTING

No hunting shall be allowed on any lot.

Section 5- SEWAGE:

All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department, and in compliance with the regulation of Campbell County, Wyoming.

Section 6- VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of 30 days.

Section 7- RUBBISH AND TRASH COLLECTION:

No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 8- WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

4 Section 9- UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to his property or any adjoining property.

Section 10- MINIMUM ACREAGE:

No lot shall be allowed to split or subdivided smaller than 5 acres.

Section 11- LIVESTOCK:

Livestock may be kept on the property. NO commercial enterprise involving livestock shall be permitted. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. No owner shall over-graze his property. In the event any owner or resident upon said property shall maintain livestock, poultry, or other animals, said owner shall be responsible for construction of such a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own property.

Section 12- OFFENSIVE ACTIVITY:

No noxious or offensive activities, including those involving motor operated sports equipment, shall be allowed in excess, that may be an annoyance or nuisance to the neighborhood. Nor shall anything be done upon any lot or on roads which is an annoyance or nuisance to the neighborhood.

Section 13- AESTHETIC MAINTENANCE:

Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's associations, or improvement and service district or its equivalent must be corrected upon notification by remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent with thirty (30) days.

ARTICLE III
GENERAL PROVISIONS

Section 1. COVENANTS RUN WITH LAND:

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2. AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the land owners vote for any amendment. Any such amendment of Covenants shall be in writing, signed and dated by the voting owners and filed as an amendment of record and attached hereto, as a part, of these covenants.

Section 3. ENFORCEMENT:

The lot owner(s), home owners, or land owner's association, or improvement and service district or its equivalent shall have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner(s) to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the lot owner(s) from enforcing any subsequent covenant violation.

Section 4. ATTORNEY FEES:

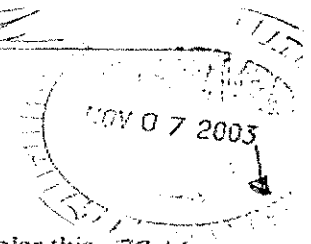
Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owner(s), homeowner(s) or land owners association, or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 5. SEVERABILITY:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in now way effect any other provisions which shall remain in full force and effect.

Genetha P. Tolar
Genetha P. Tolar

Joseph W. Tolar
Joseph W. Tolar



STATE OF WYOMING
COUNTY OF CAMPBELL

ss.

Subscribed and sworn to before me by Genetha P. Tolar and Joseph W. Tolar this 30th day of October, 2003.

WITNESS my hand and official seal.

County of
Campbell



State of
Wyoming

My Commission Expires Sept. 7, 2004

Genetha M. Saunders

STATE OF WYOMING }
Campbell County } ss.
Filed for record this 7th day of November A.D. 2003 4:22 o'clock P. M. and recorded in Book 1925
of Photos on page 103-107 Fees \$ 20.00
Genetha Saunders By Genetha M. Saunders
County Clerk and Ex-Officio Register of Deeds Deputy

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