

RESTRICTIVE COVENANTS

The J M LAND & DEVELOPING CO., a Wyoming Corporation,
of P. O. Box 339, Gillette, Wyoming, being the equitable
owner of the following described real property:

Township 49 North, Range 74 West, 6th P.M.
Campbell County, Wyoming

- Section 4: $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
- Section 5: All
- Section 6: $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$
- Section 8: All
- Section 9: All
- Section 10: $S\frac{1}{2}$, $NW\frac{1}{4}$
- Section 3: $SW\frac{1}{4}$
- Section 15: All
- Section 21: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
- Section 22: $N\frac{1}{2}SW\frac{1}{4}$, $N\frac{1}{2}$

consisting of approximately 4,708 acres, the same being
divided into 40 acre parcels by said corporation to be
sold;

HEREBY makes the following declaration as to limitations,
restrictions and uses to which the said subdivision may be
put, hereby specifying that said declaration 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 of and
limitation of all future owners in said lands, or present
owners consenting thereto by their signatures being affixed
thereto.

1. No 40 acre parcel may be utilized as a junk yard,
or a wrecking yard, or a storage depot for any type of
automobile or machinery, or any other type of industrial
machinery or equipment.
2. No building shall be located on any 40 acre parcel
nearer than 40 feet to any boundary line.
3. No noxious or offensive activities shall be carried
on upon any 40 acre parcel nor shall anything be done thereon
which may be or may become an annoyance or nuisance to the
neighborhood.
4. Any livestock, poultry or other animals shall be
kept in an area which shall be adequately fenced to keep the
same within the owners area, and the premises must be kept

in a clean and sanitary condition, so as to not be offensive to adjoining owners.

5. 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.

6. 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.

7. All existing roads shall remain for the use of the public, and auto gates shall be supplied at the expense of the lot owner desiring to build a fence across such existing road.

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 five (5) years from the date these covenants are recorded, after which time said covenants shall be automatically extended on a year by year basis unless an instrument by a majority of the then owners of the 40 acre parcels has been recorded agreeing to the change of said covenants in whole or in part.

9. Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation, or to recover damages.

10. Mobile Homes shall be permitted as dwellings, but no more than eight (8) mobile homes per 40 acre tract (also called lot or parcel), shall be allowed.

11. In the event of a subdivision of any such 40 acre tract, or portion thereof, then only one dwelling shall be permitted per lot thereof, and no such lots under five (5) acres shall be allowed.

Dated this 27 day of August, 1978.

J M LAND & DEVELOPING CO.

Jesse Dale Ruby
By Jesse Dale Ruby, President

Attest:

Marjorie G. Ruby
Marjorie G. Ruby, Secretary

STATE OF WYOMING)
) ss.
County of Campbell)

On this 27 day of August, 1978, before me personally appeared Jesse Dale Ruby and Marjorie G. Ruby, who acknowledged themselves to be the President and Secretary of J M LAND & DEVELOPING CO., a Wyoming Corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary.

In witness whereof I hereunto set my hand and official seal.

Michael W. Wagoner
Notary Public



My Commission Expires: December 15, 1979

STATE OF WYOMING)
Campbell County)

Filed for record this 12th day of Dec. A. D. 19 78 at 2:12 o'clock P. M. and recorded in Book 447
of Photos on page 146 Fees \$ 9.25

Virvan E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED ✓
INDEXED
CHECKED

By Scotty R. Ricks
Deputy

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WATER WELL COVENANTS

The undersigned, Sherman S. Thorne and V. Lorrain Thorne, husband and wife, Lucille A. Plato and Donald R. Plato, wife and husband, and William L. McLaughlin, a single man, being the equitable owners of the following described real property:

Township 49 North, Range 75 West of the 6th P.M.
Campbell County, Wyoming

Section 28;
SE $\frac{1}{4}$ NE $\frac{1}{4}$.

hereby note that said 40 acre parcel above described has been re-subdivided into three 13.28 acre tracts, more or less, with Donald R. Plato and Lucille A. Plato taking equitable title to the northerly 1/3 portion, William L. McLaughlin taking equitable title to the middle 1/3 portion and Sherman S. Thorne and V. Lorrain Thorne taking equitable title to the southerly 1/3 portion, and the parties further make the following declarations as to the use of a certain water well which is situated on the middle portion of the above described 40 acre parcel.

I.

Said water well will be the sole source of supply for the real property described above until such time as other sources of water become available.

II.

It is contemplated by the parties that they, their successors and assigns, will also be using said well, hereinafter referred to as users.

III.

Users, their tenants, servants, visitors, and licensees will continue to use the well, and will share certain expenses and maintenance of said well.

IV.

The users will divide the expenses of paying for the drilling of said well if it has not yet been paid for and of maintaining the said well, including but not limited to: installing a new pump, pipe or casing, along with any other necessary components to make the well operable, the expenses of powering the pump uses,

be it electrical, gas and oil, or other source of power, all expenses of enlargement or improvement of said well, if it is deemed necessary and appropriate by the users, their heirs, assigns, executors, and administrators, and as such parties as are sharing the well at such time agree to do so.

V.

The expenses of maintaining the individual water lines to the buildings on the above described real property of the various users, their heirs, assigns, administrators and executors shall be borne solely by the user of such individual water lines. The expenses of maintenance of any water line or lines which are used in common by two or more users or their heirs, assigns, administrators or executors, shall be prorated equally among the users of such line.

VI.

In the event the well described above becomes inoperable for any reason, or fails to produce satisfactory water in either quantity or quality, and another well or wells is necessary to supply satisfactory water to the above described properties, then the users who are then using said well, will drill a new well or wells, sharing expenses of doing so as they may agree.

VII.

If at any time, a user, or the heirs, assigns, executors or administrators of such a user fail to comply with the terms of this agreement, then such user, after reasonable demand by the other users to this agreement, or their heirs, assigns, administrators or executors, shall be denied the use of the water from said well.

VIII.

The users of the water well which is the subject of this agreement may use the well for any use consistent with residential water uses.

IX.

It is expressly contemplated that one or more users or their heirs, assigns, executors or administrators, may use more

or less water than other parties on the same well, or their heirs, assigns, executors, or administrators.

X.

The equitable owner of the property whereon the well is situated, shall allow any other use of the well ingress and egress for any lawful purposes in complying with the term of this agreement.

XI.

In the event that any of the properties above described or any part of said properties, of one or more of the users or their heirs, assigns, administrators or executors, are sold, transferred, assigned or become the subject matter of a contract for deed, then the transferees, assignees or contract purchasers of such property shall share equally with the other users, the expenses of maintaining the source of water which is the subject matter of this document, under the terms of this document, if such is used as the source of water for their property.

XII.

Enforcement shall be by any proceedings at law or equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

DATED this 24th day of April, 1980.

Sherman S. Thorne
Sherman S. Thorne

V. Lorraine Thorne
V. Lorraine Thorne

Lucille A. Plato
Lucille A. Plato

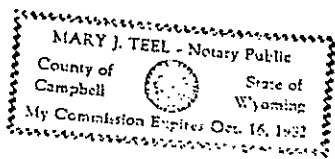
Donald R. Plato
Donald R. Plato

William L. McLaughlin
William L. McLaughlin

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The foregoing instrument was acknowledged before me by Sherman S. Thorne, V. Lorraine Thorne, husband and wife, this 11th day of April, 1980.

Witness my hand and official seal.



Mary J. Teel
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Donald R. Plato and Lucille A. Plato, husband and wife, this 23rd day of April, 1980.

Witness my hand and official seal.

MARY J. TEEL - Notary Public
County of Campbell State of Wyoming
My Commission Expires Oct. 15, 1982
My Commission Expires:

Mary J. Teel
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by William L. McLaughlin, a single man, this 29th day of April, 1980.

Witness my hand and official seal.

MARY J. TEEL - Notary Public
County of Campbell State of Wyoming
My Commission Expires Oct. 16, 1982
My Commission Expires: 10-16-82

Mary J. Teel
Notary Public

STATE OF WYOMING)
) ss.
Campbell County

Filed for record this 28th day of April, A. D., 1980 at 3:40 o'clock P. M. and recorded in Book 506 of Photos on page 178 Fees \$ 10.50

Virian E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By
Deputy

Worothy Ochs
477033

