

NICKELSON LITTLE FARMS LANDOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That Darrell J. Nickelson, Trustee, hereinafter Nickelson, being the owner of all of the tracts within Nickelson Little Farms, Campbell County, Wyoming, the plat of which was filed in the Office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming, the 27th day of November, 1976, at Book 2 Plats, Page 374 1/2 do hereby create the Nickelson Little Farms Landowners Association and for himself and for his heirs, executors, administrators, successors and assigns of the lots within the Nickelson Little Farms, Campbell County, Wyoming, do hereby covenant and agree as follows:

I

The name of the association is Nickelson Little Farms Landowners Association.

II

The purpose for which the association is created is to maintain in accordance with specifications in effect as of the date of approval of this agreement all streets within the Nickelson Little Farms, to-wit:

Benjamin Franklin Road
Thomas Jefferson Road
George Washington Road
Samuel Adams Road
Thomas Paine Road
Patrick Henry Road
Nathan Hale Road

2. To cause the removal of snow from each street hereinabove named and smooth and maintain all roads as agreed by majority.

3. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the association in fulfillment of its other purposes. The said charges are to be assessed against each lot on an equal basis, that is, re. each lot regardless of size or abutting front footage will bear an equal share of the total expenses of the street maintenance and snow removal.

III

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot within the Nickelson Little Farms, Campbell County, Wyoming, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

IV

The Association will hold an annual meeting the first Tuesday in March of each year and at such time will elect officers, approve a budget and schedule or regular maintenance for the succeeding year and conduct such other business as may properly come before the Association.

V

Officers of the Association shall include a President who shall preside at the meetings, receive and process complaints, represent the Association as necessary before the County Commissioners and be responsible for getting the maintenance and snow removal done; a Vice-President who shall act in the absence of the President and a Secretary-Treasurer who shall keep all records of the Association and shall collect assessments of members and make necessary disbursements of the Association's funds. Officers shall be elected for a term of two years. The officers of the Association may be paid such salary or fees as the members of the Association meeting in annual meeting may determine.

VI

In the event the Association fails to maintain the roads in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon the organization or upon the residents of the subdivision involved, setting forth the manner in which the Association has failed to maintain the roads in a reasonable condition, and said

notice shall include a demand that such deficiencies to maintain be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the roads from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association may call a public hearing upon notice to the Association and to the residents of the subdivision involved, to be held by the Board of County Commissioners, at which hearing the Association or the residents of the subdivision shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said common facility at the end of said year.

The costs of such maintenance by the County shall be paid by the owners of the lots within the subdivision and any unpaid assessments shall become a tax lien upon said lots. The County shall file a notice of such lien in the Office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

VII

Amendments to this Agreement may be made upon the vote of the owners of two-thirds of the lots within the subdivision and the concurrence therein of the Board of County Commissioners of Campbell County, Wyoming.

VIII

This Association may not be dissolved without the prior permission of the Board of County Commissioners of Campbell County, Wyoming.

IN WITNESS WHEREOF the undersigned have executed this Agreement this 23rd day of November, 1976.

Darrell J. Nickelson, Trustee

by R.A. "Dick" Mader
Attorney in Fact.

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 23rd day of November, 1976, by R.A. "Dick" Mader, Attorney in Fact.

Witness my hand and official seal.



Beryl C. Addison
Notary Public

STATE OF WYOMING] 415773
Campbell County
Filed for record this 23rd day of November
A. D., 1976 at 2:28 o'clock P. M. and re-
corded in Book 360 of Photos
on page 563 Fees \$ 8.25
Beryl C. Addison
County Clerk and Ex-Officio Register of Deeds
By Jeanette Jansen
Deputy

THE HILL COMPANY, INC. (REGD) 142808

WCC

Filed for 1, 1976 - 9:02 A.M.
Fees \$3.25
State of Wyoming
Campbell County)ss.

Book 361 of Records, Page 117
Vivian E. Addison, Campbell County Clerk.

RESTRICTIVE COVENANTS
for
NICKELSON LITTLE FARMS
Campbell County, Wyoming

112019

State of Wyoming)
) ss.
County of Campbell) Tracts 1-93 as recorded. T.49N, Range 71W, 6th PM
Campbell Co., Wyo. Sec. 23: E½ SW¼, W½ SE¼, SE¼ SE¼;
Sec. 26: W½ NE¼, NE¼ NE¼, E½ NW¼, NE¼ SW¼, NW¼ SE¼.

Darrell J. Nickelson, Trustee, asserts that it is a fundamental right of free men to own property and do with it as they wish, without infringing upon the rights and liberties of others. Therefore, Darrell J. Nickelson, Trustee, makes only the following restrictions to preserve the quality country living on Nickelson Little Farms.

1. No junkyards shall be maintained on any property, and all garbage and trash and other debris of any type or nature shall be promptly hauled off the premises and not allowed to accumulate.
2. No more than two (2) unlicensed automobiles or trucks shall be allowed on any one property at any time. This does not include legitimate vehicles used in construction work. Storage of construction and farm equipment allowed. No automobile salvage yards.
3. No residence erected upon any of said tracts shall be erected, maintained, or located nearer to any boundary than twenty (20) feet. There is specifically reserved adjacent to each tract line, not a street boundary, a strip ten (10) feet in width as an easement for utility lines (water, sewer, and power), that no building or structure will be placed thereon.
4. Livestock may be kept on property. However, no more than three (3) hogs may be kept on any property. No commercial feedlots permitted.
5. Fences are the liability of adjoining owners, as regulated by the laws of the State of Wyoming. However, Darrell J. Nickelson's, Trustee, obligation will be for construction of perimeter fence only of entire Nickelson Little Farms. All other fencing will be assumed by purchasers. In the event any owner or resident upon said property shall maintain livestock or pets, said owner shall be responsible for constructing such a fence and will restrain and keep all livestock and pets on his own property.
6. All septic tanks are to be at least fifty (50) feet from adjoining properties.
7. No business selling any form of alcoholic beverage shall ever be conducted on any property.
8. No more than two (2) residences for living purposes may be located on any 2½ acre tract, whether constructed homes or mobile homes, or combination of these types of houses.
9. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 100% land units.
10. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. Any land owner can bring an action to enforce covenants. Any land owner violating said covenants shall be liable for attorney fees resulting from the enforcement of the foregoing covenants.
12. Drainage culverts are required in road approaches if any drainage prevails and shall not be less than fourteen (14) inches in diameter.
13. Owners of Nickelson Little Farms shall not be liable for construction of utilities. Persons making such installations will be responsible for such construction and will assume liability.

Dated this 30th day of November, 1976.

Signed - Darrell J. Nickelson, Trustee

by R. A. "Dick" Mader
Attorney in Fact

State of Wyoming)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 30th day of November, 1976, by R. A. "Dick" Mader.

Witness my hand and official seal.

Notary Public
State of Wyoming
Signed Barclay C. Foster

414023

AMENDMENT TO RESTRICTIVE COVENANTS
FOR
NICKELSON LITTLE FARMS

COMES NOW DARRELL J. NICKELSON, Trustee, and hereby states and says as follows:

WHEREAS, an instrument entitled "Restrictive Covenants for Nickelson Little Farms" was duly recorded in the Office of the County Clerk, Campbell County, Wyoming, in Book ___ of Photos on Page ___ thereof, which said instrument covered Tracts 1-93 of Nickelson Little Farms, which said lands are also described as follows:

TOWNSHIP 49 NORTH, RANGE 71 WEST, 6th P.M.

Section 23: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 26: E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

and,

WHEREAS, DARRELL J. NICKELSON wishes to add an additional covenant thereon as hereafter shown; and

WHEREAS no lands have been sold and said DARRELL J. NICKELSON, Trustee, remains the sole owner of all lands above described.

THEREFORE, the said DARRELL J. NICKELSON, Trustee, does hereby amend the Restrictive Covenants as above described by adding thereto Paragraph No. 14, which said paragraph shall be as follows:

14. The term of these Restrictive Covenants shall be for a period of twenty (20) years from the date hereof, and said Restrictive Covenants shall automatically be renewed for an additional period of twenty (20) years, and thereafter said Restrictive Covenants shall be renewed for an additional term of twenty (20) years unless those persons owning two-thirds (2/3) of the land within the NICKELSON LITTLE FARMS shall file an appropriate instrument prior to the expiration of any twenty (20) year term, either amending or otherwise changing said Restrictive Covenants.

Said Restrictive Covenants are in all other respects hereby ratified, approved and confirmed.

DATED this 29 day of December, 1976.

DARRELL J. NICKELSON
Trustee

By R. A. "Dick" Mader
R. A. "Dick" Mader
Attorney-in-fact

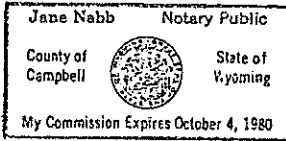
STATE OF WYOMING)
) : ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 29 day of December, 1976, by R. A. "Dick" Mader, Attorney-in-fact for Darrell J. Nickelson.

Witness my hand and official seal.

Jane Nebb
NOTARY PUBLIC

My commission expires:



STATE OF WYOMING }
Campbell County } ss.
Filed for record this 29th day of December
A. D., 1976 at 1:18 o'clock P.M. and re-
corded in Book 364 of Photos
on page 1 Fees 4.75
By William E. Whitcomb
County Clerk and Ex-Officio Register of Deeds
Deputy 474623

RECORDED
ABSTRACTED
INDEXED
CHECKED

THE MILLS COMPANY, THE HILLS 142509