

410450

PROTECTIVE COVENANTS

Comes now GERALD W. JONES and MABEL P. JONES, husband and wife, LARRY J. ENGLAND and JUDITH K. ENGLAND, husband and wife, and GENE H. JONES and RAMONA JONES, husband and wife, being the owners and proprietors of the real property described as the Jones Subdivision, Campbell County, Wyoming, according to the recorded plat thereof, and hereby make the following declarations as to limitations, restrictions, and uses to which said lands may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, shall be binding on all parties and on all persons claiming under them, and for the benefit of and limitation on all future owners:

See Amend 359 Page 381 = 379 Page 402 = 46 V. Pg. 370

1. LAND USE AND BUILDING TYPE. All lots shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached, single family dwelling, not to exceed two stories in height, and a one or two car garage and any necessary out buildings including a livestock shelter or barn.

2. ARCHITECTURAL CONTROL COMMITTEE. An architectural control committee, consisting of three (3) members, is hereby created. The initial members of the architectural control committee shall be determined by the undersigned owners and proprietors. Once a person becomes a member of the architectural control committee, he shall remain in that capacity until his death or resignation. Upon the death or resignation of a member of the committee, said vacancy shall be filled by the remaining members. Failure of the architectural control committee to fill any vacancy within ninety (90) days of the occurrence of the same shall allow the lot owners of the subdivision to hold an election to fill any vacancy. Each lot shall be entitled to one (1) vote for each committee member to be elected. The owner of each lot shall exercise its vote. Cumulative voting is not permitted. The architectural control committee shall act only upon majority vote of all members of the committee.

L C L C I

3. ARCHITECTURAL CONTROL.

- (a) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, and as to location with respect to topography and finish grade elevation. All homes must be built on site, and no pre-fab, modular, or trailer homes are permitted.
- (b) No residential building plot, described herein, shall have a width of less than twenty-four feet (24') at the minimum building set back line, nor an area of less than nine hundred square feet (900 sq. ft.).
- (c) No building shall be erected on any lot unless the design and location are in harmony with existing structures and locations in the tract and does not violate any protective covenants. In any case, no dwelling shall be permitted on any lot described herein having a foundation square foot area of less than nine hundred square feet (900 sq. ft.), excluding garage.
- (d) Unless acted upon, approval by the architectural control committee expires sixty (60) days after approval. Failure of the architectural control committee to act within forty-five days (45) of written request for approval served on all committee members shall be deemed an approval of all materials served on said committee.

4. SET BACK LINES. No building shall be erected on any residential building plot nearer than twenty five feet (25') to no further than sixty feet (60') from the front lot line, nor nearer than ten feet (10') to any side lot line. Lots 8, 9, 10 and 11 shall not be held to these set backs due to special terrain and surface conditions. Because of the special terrain and surface conditions, set backs for Lots 8, 9, 10 and 11 shall be determined by the architectural control committee on an individual basis as requests for approval are made to the committee. The side line restriction shall not apply to a garage located on the rear one quarter of a lot, except that on corner lots no structure shall be permitted nearer than thirty feet (30') to the side street line. Variations may be determined and allowed by the architectural control committee when special terrain, surface conditions or aesthetic reasons dictate a variation.

5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

6. NUISANCES. No obnoxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

7. UTILITIES. All electrical, telephone, gas and other utility lines shall be underground. A perpetual easement is reserved over the rear five feet (5') of each lot for utility installation and maintenance, and drainage where applicable.

8. GARBAGE AND REFUSE DISPOSAL. 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. Garbage removal will be the responsibility of the individual owners. 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. No junk vehicles, unlicensed vehicles, auto wrecking yards, salvage yards, or storage of unused vehicles shall be allowed or permitted.

9. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for excessive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

10. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. It shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute any proceedings hereunder against the person or persons violating said covenants, and the person so violating said covenant or covenants shall pay all costs of maintaining such suit, including reasonable attorney's fees and court costs. No such suit shall be maintained until written notice has been mailed to the last known address of the alleged violator, by certified mail, return receipt requested, and the alleged violator shall then have ten (10) days within which to cure and correct said defects. Personal service upon said alleged violator shall be sufficient. If an alleged violator cannot be found or discovered at his last known address, no written notice shall be necessary.

11. SEVERABILITY. Invalidation of any one or any part of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 24 day of September, 1976.

Gerald W. Jones  
Gerald W. Jones

Mabel P. Jones  
Mabel P. Jones

Larry J. England  
Larry J. England

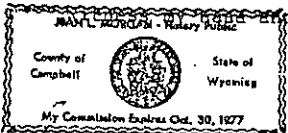
Judith K. England  
Judith K. England

Gene H. Jones  
Gene H. Jones

Ramona Jones  
Ramona Jones

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

The foregoing instrument was acknowledged before me this 24 day of September, 1976, as to Gerald W. Jones and Mabel P. Jones.



official seal.

Jean L. Morgan  
NOTARY PUBLIC

My commission expires:

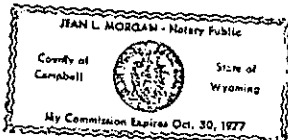
STATE OF WYOMING )  
 ) : ss.  
County of Campbell )

The foregoing instrument was acknowledged before me this 24 day of September, 1976, as to Larry J. England and Judith K. England.

Witness my hand and official seal.

Jean L. Morgan  
NOTARY PUBLIC

My commission expires:



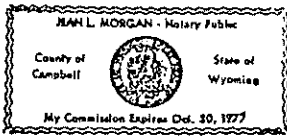
STATE OF WYOMING )  
 : ss.  
County of Campbell )

The foregoing instrument was acknowledged before me this 24  
day of September, 1976, as to Gene H. Jones and Ramona  
Jones.

Witness my hand and official seal.

Jan L Morgan  
NOTARY PUBLIC

My commission expires:



STATE OF WYOMING }  
Campbell County } ss. **RECORDED** ✓  
 **ABSTRACTED** ✓  
 **INDEXED** ✓  
 **OK'ED** ✓  
Filed for record this 24th day of September  
A. D., 19 76 at 10:02 o'clock A. M. and re-  
corded in Book 356 of Photos  
on page 240 Fee \$ 14.00  
Clifton E. Addison  
County Clerk and Ex-Officio Register of Deeds  
By Jeanette Faust  
Deputy 10:50  
THE MILLS COMPANY, AMERICAN 140376.

L C L C L

642147

AMENDMENT TO PROTECTIVE COVENANTS.

This agreement made and entered into this date by and between the undersigned owners and proprietors of the land described as Jones Subdivision, Campbell County, Wyoming, said amendment being made for the purpose of amending the original protective covenants which were filed for record on September 24, 1976, and recorded in Book 356 of Photos on page 340.

In consideration of our mutual interest as owners and proprietors of said lands, we hereby covenant and agree with one another for each of us, his heirs, executors or assigns that the original protective covenants be amended as follows and that the following provisions be treated as if they had been included in said original protective covenants:

FORMING OF ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall be empowered to establish funds in any bank, checking or saving account in the name of "Jones Subdivision Architectural Control Committee." All members names shall be recorded with each account and two signatures shall be required for any and all funds expended. All receipts by said Architectural Control Committee shall be deposited in account and cash expenditures are not permitted. The Architectural Control Committee shall be empowered to expend said funds on projects for the benefit of the Jones Subdivision in areas such as, but not limited to, road building and maintenance, sewer, water, fire protection, and snow removal. Each of the owner or owners of the lots in the Jones Subdivision shall be responsible for an equal amount to be assessed for each lot. The amount of an assessment shall be determined by the Architectural Control Committee and the committee is empowered to charge monthly rates per lot in order to develop a fund for future plans. The Architectural Control Committee shall bill lot owners by mailing notice of any assessments to the last known address of the owner.

Amend 46 3/4 390

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 11th day of October, 1976, by PAUL K. ELY as PRESIDENT of Sagebrush Development, Inc.

Witness my hand and official seal.

Donnie Walker  
Notary Public

My Commission Expires:



STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 11th day of October, 1976, by Helen Naramore as Vice President of Stockmens Bank.

Witness my hand and official seal.

Donnie Walker  
Notary Public

My Commission Expires:

April 8, 1980

STATE OF WYOMING )  
 ) ss.  
Campbell County )  
RECORDED  
INDEXED  
SERIALIZED  
Filed for record this 5th day of November  
A. D. 1976 at 1:56 o'clock P. M. and re-  
corded in Book 359 of Photos  
on page 383 of 6.25  
County Clerk and Ex-Officio Register of Deeds  
By Donnie Walker  
Deputy Donnie Walker



401095

AMENDMENT TO PROTECTIVE COVENANTS

This agreement made and entered into this day by and between the undersigned owners and proprietors of the land described as Jones Subdivision, Campbell County, Wyoming, said amendment being made for the purpose of amending the original protective covenants which were filed for record on September 24, 1976, and recorded in Book 356 of Photos on page 340..

In consideration of our mutual interest as owners and proprietors of said lands, we hereby covenant and agree with one another for each of us, his heirs, executors or assigns that the original protective covenants, to-wit: Article I., be amended as follows and that the following provision be treated as if it had been included in the said original protective covenants:

AMENDMENT TO ARTICLE I.

1. Land use and building type. All lots shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lots other than one detached, single family dwelling, not to exceed two stories in height, and a one or two car garage and any necessary out buildings including a livestock shelter or barn, with the exception that lot 17 of the Jones Subdivision may be used for the purpose of constructing a church, synagogue, or similar place of worship.

It is the intention of the undersigned that the above amendment to the protective covenants shall run with all of the land, as provided by law, shall be binding on all parties and on all persons claiming under them, and for the benefit of and limitation on all future owners to the same extent and to the same degree as if this amendment had been incorporated into the original protective covenants.

Amend 40389 390

DATED this 8<sup>th</sup> day of January, 1977.

Gerald W. Jones  
Gerald W. Jones

Mabel P. Jones  
Mabel P. Jones

Larry J. England  
Larry J. England

Judith K. England  
Judith K. England

Gene H. Jones  
Gene H. Jones

Ramona Jones  
Ramona Jones

Mel L. Maritz  
Mel L. Maritz

Ruth E. Maritz  
Ruth E. Maritz

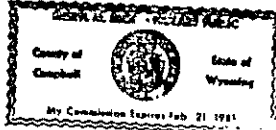
STATE OF WYOMING )  
                          ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants was acknowledged before me by Gerald W. Jones and Mabel P. Jones, husband and wife, this 8<sup>th</sup> day of January, 1977.

Witness my hand and official seal.

Sheryl M. Hick  
Notary Public

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF CAMPBELL )

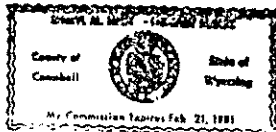


The foregoing Amendment to Protective Covenants was acknowledged before me by Larry J. England and Judith K. England, husband and wife, this 8<sup>th</sup> day of January, 1977.

Witness my hand and official seal.

Sheryl M. Hick  
Notary Public

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF CAMPBELL )



The foregoing Amendment to Protective Covenants was acknowledged before me by Gene H. Jones and Ramona Jones, husband and wife, this 8<sup>th</sup> day of January, 1977.

Witness my hand and official seal.

Sheryl M. Hick  
Notary Public

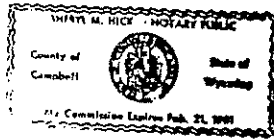


STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants was acknowledged before me by Mel L. Maritz and Ruth E. Maritz, husband and wife, this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

Witness my hand and official seal.

Sheep M. Hicke  
Notary Public



STATE OF WYOMING } ss. 4/3/75  
Campbell County  
Filed for record this 10th day of June  
A. D., 19 77 at 4:10 o'clock P. M. and re-  
corded in Book 379 of Photos  
on page 402 Fees \$ 6.00  
Deborah E. [unclear]  
County Clerk and Ex-Officio Register of Deeds  
By Deborah E. [unclear]  
Deputy

THE HILL COMPANY, OVERSEAS 140300

L L L L L

456080

AMENDMENT TO PROTECTIVE COVENANTS  
JONES SUBDIVISION

This agreement made and entered into this day by and between the undersigned owners and proprietors of the lands described as Jones Subdivision, Campbell County, Wyoming, said amendment being made for the purpose of amending the original protective covenants which were filed for record on September 24th, 1976, and recorded in Book 356 of Photos on page 340, as amended by an agreement filed November 5, 1975 in Book 359 of Photos at page 381, and further amended by instrument recorded June 10, 1977, in Book 379 of Photos page 402.

WHEREAS, in consideration of our mutual interest as owners and proprietors of said lands, we hereby covenant and agree with one another for each of us, his heirs, executors or assigns that the original protective covenants as amended, to-wit: Article I., be amended as follows and that the following provision be treated as if it had been included in the original protective covenants.

AMENDMENT TO ARTICLE I.

1. Land use and building type. All lots shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lots other than one detached, single family dwelling, not to exceed two stories in height, and a one or two car garage and any necessary out buildings including a livestock shelter or barn, with the following exceptions:

A. Lot 17 of Jones Subdivision may be used for the purpose of constructing a church, synagogue, or similar place of worship;

B. That Lot 1 may be used for the purpose of constructing a business which conforms to "C-P Neighborhood Shopping" zoning classification as defined by the zoning and subdivision regulations

STATE OF WYOMING  
Campbell County  
Filed for record this 24th day of April A. D. 1979 at 9:32 o'clock A. M. and recorded in Book 463 of Photos on page 390 Fees \$ 13.75  
By E. Addison and Ex-Officio Register of Deeds  
RECORDED ABS ED  
456080  
By Deputy

of Campbell County, Wyoming, as they exists on the date of this agreement, and a copy of said zoning classification and requirements are attached hereto as Exhibit "A". No use of Lot 1 other than residential or the herein described "C-P Neighborhood Shopping" shall be allowed on said lot. However, no business or establishment shall be allowed on said lot wherein alcoholic beverages are stored, manufactured, or sold.

It is the intention of the undersigned that the above amendment to the protective covenants shall run with all of the land as provided by law, and shall be binding on all parties and on all persons claiming under them, and for the benefit of and limitation on all future owners to the same extent and to the same degree as if this amendment had been incorporated into the original protective covenants.

DATED this 24th day of April, 1979.

Gerald W. Jones  
Gerald W. Jones

Mable P. Jones  
Mable P. Jones

Larry P. England  
Larry P. England

Judith K. England  
Judith K. England

Gene H. Jones  
Gene H. Jones

Ramona Jones  
Ramona Jones

Mel L. Martiz  
Mel L. Martiz

Ruth E. Martiz  
Ruth E. Martiz

Donald L. Schneider  
Donald L. Schneider

Delora E. Schneider  
Delora E. Schneider

Clifford L. Ayers  
Clifford L. Ayers

Leslie L. Ayers  
Leslie L. Ayers

Marty C. Gunnell  
Marty C. Gunnell

Lila M. Gunnell  
Lila M. Gunnell

Bruce Perry  
Bruce Perry

Jaunell Perry  
Jaunell Perry

Presiding Bishop, Trustee in Trust,  
Reorganized Church of Jesus Christ  
of the Latter Day Saints

Amendment to Protective  
Covenants/Jones Subdivision

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Gerald W. Jones and Mable P. Jones, husband and wife, this 19th day of April, 1979.

Witness my hand and official seal.

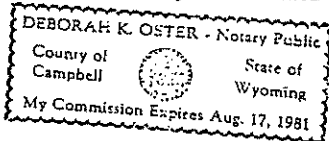


Deborah K. Oster  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Larry P. England and Judith K. England, husband and wife, this 19th day of April, 1979.

Witness my hand and official seal.

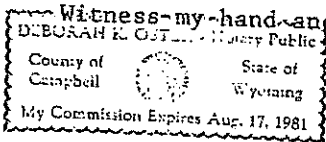


Deborah K. Oster  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Gene H. Jones and Ramona Jones, husband and wife, this 19th day of April, 1979.

Witness my hand and official seal.

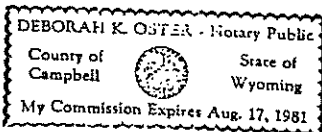


Deborah K. Oster  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Mel L. Maritz and Ruth E. Maritz, husband and wife, this 19th day of April, 1979.

Witness my hand and official seal.



Deborah K. Oster  
Notary Public

Amendment to Protective  
Covenants/Jones Subdivision

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Donald L. Schneider and Delora E. Schneider, husband and wife, this 19<sup>th</sup> day of April, 1979.

Witness my hand and official seal.

MARY L. CAIN - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires June 3, 1981

Mary L. Cain  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Clifford L. Ayers and Leslie L. Ayers, husband and wife, this 19<sup>th</sup> day of April, 1979.

Witness my hand and official seal.

DEBORAH K. OSTER - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires Aug. 17, 1981

Deborah K. Oster  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Marty C. Gunnell and Lila M. Gunnell, husband and wife, this 19<sup>th</sup> day of April, 1979.

Witness my hand and official seal.

MARY L. CAIN - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires June 3, 1981

Mary L. Cain  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Bruce Perry and Jaunell Perry, husband and wife, this 19 day of April, 1979.

Witness my hand and official seal.

MARY L. CAIN - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires June 3, 1981

Mary L. Cain  
Notary Public

Amendment to Protective  
Covenants/Jones Subdivision

STATE OF WYOMING    )  
                          ) ss.  
COUNTY OF CAMPBELL )

The foregoing Amendment to Protective Covenants of Jones Subdivision was acknowledged before me by Jack H. [unclear] presiding Bishop, Trustee in Trust, Reorganized Church of Jesus Christ of the Latter Day Saints this 23rd day of April, 1979.

Witness my hand and official seal.

Gary L. Rose  
Notary Public

