

Book 1380 of Photos, page 135

**706999**

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF CAMPBELL )

TO THE PUBLIC

**DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**NETTLE CREEK LAND COMPANY PROPERTY**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (hereinafter "this Declaration") is made on the date hereinafter set forth by the Nettle Creek Land Company (hereinafter "the Declarant").

**WITNESSETH:**

WHEREAS, the Declarant is the owner of certain real property in Campbell County, Wyoming, (hereinafter referred to as "the Property"), which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming, and is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to place Covenants, Conditions, and Restrictions on the Property to preserve the quality of life a keep and maintain desirable uses on said Property, and to further protect the Owner and its successors in interest and assigns from offensive activities of its neighbors;

NOW THEREFORE, the covenants, conditions, and restrictions contained herein shall constitute covenants running with the land and are not intended to be merely personal in nature,

THIS INSTRUMENT IS  
CORRECTLY RECORDED BY  
AS AN ACCOMMODATION ONLY.

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shall constitute a general scheme for all Lots on the Property, and shall be binding upon, and inure to the benefit of, the Declarant as well as all future owners and/or buyers under an Agreement for Warranty Deed or any other agreement for purchase, as well as all assigns and successors in interest (hereinafter collectively referred to as "Lot owners") of any Lot located on the Property.

All Lots on the Property are zoned RS and shall be used as outlined in the Campbell County Zoning Regulations provided, however:

1. WATER. Domestic water shall be obtained from Cook Road Water District. One water well per Lot may be permitted and drilled by the land owner for livestock and irrigation water. No water wells may be drilled on any Lot which conflict with the existing water well completion zones for the water well owned by Nettle Creek Land Company without the written permission of Nettle Creek Land Company, its successors in interest or assigns. The drilling of this well shall not interfere with the primary well drilled by Nettle Creek Land Company and it is intended that all Lot owners will follow the Regulations of the State Engineer's Office of the State of Wyoming.

2. BUILDINGS. Only single family dwellings may be placed on Lots. No more than one single family dwelling with customary outbuildings may be placed on any Lot. All construction shall comply with all applicable codes in force for "RS" zoning. This shall apply to primary dwellings, barns, and garages. Storage buildings less than 500 square feet need not comply with such codes.

The construction of all dwellings, buildings and structures of any kind must be

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pursued diligently until completion and the exterior shall be completed within one (1) year from the commencement of construction. An extension may be obtained with the consent of the other Lot owners.

3. EASEMENTS. Easements for installation and maintenance of utilities are reserved as recorded in the public records. Within these easements, no structures, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot owner, except for those improvements for which a public authority or utility company is responsible.

4. MAINTENANCE OF DRAINAGE. No person shall interfere with the established drainage pattern or other drainage easements of public record over any property without prior written consent of all other Lot owners and the Cook Road Water District where applicable.

Driveways and approaches to common or public roadways shall be constructed in such a manner to provide proper and adequate drainage. A culvert is required at the approach to insure adequate and proper drainage. The culvert shall be sized appropriately for the necessary drainage area and shall be no less than 3" in diameter. Drainage from the driveway and/or approach shall not allow for water to drain onto common roadways or public roadways and cause erosion or damage to the roadway surface. Driveways and approaches shall be covered with appropriate materials to provide for an all-weather surface and to minimize mud being brought on common roadways or public roadways.

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5. REFUSE. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, junk cars, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot. All such rubbish, trash, or garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. All such rubbish, trash or garbage shall be stored prior to its removal in sanitary containers or in storage areas which are screened by adequate planning or fencing so as to conceal the materials from the view of neighboring residences and from all streets and roads. No commercial or private feed lots, and no private or commercial landfills shall be located on any Lot.

No commercial or private auto wrecking or storage lots, and no private or commercial salvage yards shall be located on any Lot. Vehicles shall not be parked in common or public roadways other than for emergencies.

6. NO UNSAFE ACTIVITIES OR IMPROVEMENTS. No activities shall be conducted on any Lot and no improvements shall be constructed on any Lot which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fire shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace; provided, however, garbage and refuse may be disposed of by burning in a container covered with a screen to prevent the spread of sparks or burning debris.

7. NUISANCES. No noxious or offensive activity shall be carried on nor shall anything be done in the area which is or may become an annoyance or nuisance to other owners in the area. All activities which are a violation of any applicable statute, ordinance or

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governmental regulation are prohibited.

8. ANIMALS. Animals can be maintained as set forth in the Campbell County "RS" Zoning Regulations; however, the Lot owner shall be responsible for constructing a fence sufficient to restrain and keep all livestock and pets on the Lot owner's property.

9. WATER POLLUTION. No Lot shall be used for any purpose that would result in the pollution of any waterway which flows through or near the property. No Lot shall be used in any manner which allows refuse, sewage, or other material to exist or accumulate that might tend to pollute the waters flowing through or near any Lot, or that may otherwise tend to impair the ecological balance or beauty of the surrounding properties.

10. BUSINESS ACTIVITY. No business activity shall be conducted on any Lot.

11. CONDITION OF LOT AND IMPROVEMENTS. Each Lot owner shall keep his Lot in a clean, safe, attractive and sightly condition and keep his Lot and the improvements place thereon in good repair. In the event of damage to or destruction of any of the improvements located on a Lot, the owner thereof shall cause the damaged or destroyed improvements to be restored to its original condition or replaced within a reasonable period of time or the owner shall cause the damaged or destroyed improvement to be demolished and removed from the site and the site where the improvement had been shall be suitably re-landscaped.

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12. SEWAGE. All sewage disposal systems shall be constructed to meet state and local standards. Appropriate permits shall be obtained prior to construction.

13. AMENDMENT. This Declaration may be amended or altered at any time upon the written approval of all Lot owners.

14. TERM OF COVENANTS. The term of this Declaration shall be for a period of twenty (20) years and thereafter said Declaration shall be renewed for an additional term of twenty (20) years. On or before the twentieth year anniversary date of this Declaration or any twentieth anniversary thereafter, this Declaration may be amended or terminated by the unanimous written consent of all Lot owners.

15. INVALIDATION OF ONE COVENANT. Invalidation of any part of this Declaration by judgment or court order shall in no way affect the validity of any of the other provisions of this Declaration, which shall remain in full force and effect.

16. HOMEOWNER'S ASSOCIATION. A homeowner's association may be formed at a future date by the unanimous written consent of all Lot owners for the purposes of enforcing the terms of this Declaration and maintaining the common roads.

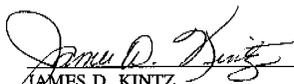
17. ENFORCEMENT OF COVENANTS. In the event of a violation or breach of any part of this Declaration, by any person, the Lot owners, their heirs, executors and assigns, shall have the right individually and jointly to proceed at law or in equity to compel the

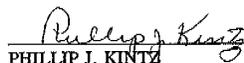
Book 1380 of Photos, page 141

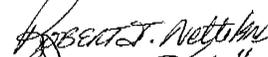
compliance or to prevent the violation or breach of any part of this Declaration. Failure to promptly enforce any part of this Declaration shall not bar its enforcement. Should Nettle Creek Land Company or any Lot owner or owners deem it necessary to hire an attorney to enforce this Declaration, the prevailing party shall be liable for all attorney fees, costs, and expenses incurred in enforcing this Declaration, regardless of whether any legal action is filed.

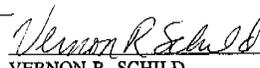
18. ENTIRE AGREEMENT - MODIFICATIONS. This Declaration is the entire declaration and any and all prior representations made to or agreements with prospective Lot owners are fully incorporated herein.

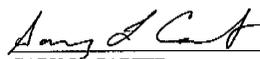
DATED this 30 day of April, 1996.

  
\_\_\_\_\_  
JAMES D. KINTZ  
Nettle Creek Land Co. Partner

  
\_\_\_\_\_  
PHILLIP J. KINTZ  
Nettle Creek Land Co. Partner

  
  
\_\_\_\_\_  
JAMES D. KINTZ, Attorney-in-Fact for  
ROBERT J. NETTELAND  
Nettle Creek Land Co. Partner

  
\_\_\_\_\_  
VERNON R. SCHILD  
Nettle Creek Land Co. Partner

  
\_\_\_\_\_  
GARY L. CARTER  
Nettle Creek Land Co. Partner

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STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Declaration of Covenants, Conditions, and Restrictions was subscribed and sworn to before me this 29 day of April, 1996, by James D. Kintz.

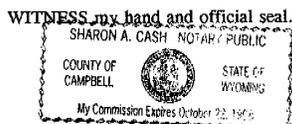


Sharon A. Cash  
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Declaration of Covenants, Conditions, and Restrictions was subscribed and sworn to before me this 29 day of April, 1996, by Phillip J. Kintz.



Sharon A. Cash  
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Declaration of Covenants, Conditions, and Restrictions was subscribed and sworn to before me this 29 day of April, 1996, by James D. Kintz, as Attorney-in-Fact for Robert J. Netteland.

WITNESS my hand and official seal.



My commission expires: 10/22/98

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STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Declaration of Covenants, Conditions, and Restrictions was subscribed and sworn to before me this 29 day of April, 1996, by Vernon R. Schild.

WITNESS my hand and official seal.



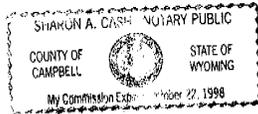
Sharon A. Cash  
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Declaration of Covenants, Conditions, and Restrictions was subscribed and sworn to before me this 29 day of April, 1996, by Gary L. Carter.

WITNESS my hand and official seal.



Sharon A. Cash  
Notary Public

My commission expires: 10/22/98

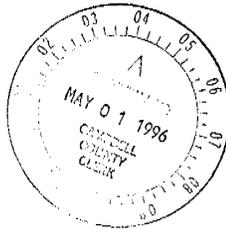
Book 1380 of Photos, page 144

EXHIBIT "A"

A parcel of land in the County of Campbell, State of Wyoming, to-wit:

Township 50 north, R. 73W. of the 6th p.m., Campbell County, Wyoming, Section 28: NE 1/4 SW 1/4, W 1/2 W 1/2 NW 1/4 SE 1/4, SE 1/4 SW 1/4, Subject to all easements, reservations, restrictions, and encumbrances of record excepting therefrom a tract of land located in the S 1/2 of Section 28, T50N, R73W, of the sixth principal meridian, Campbell County, Wyoming, being more particularly described as follows:

Beginning at a point which is the center of section 28, a #5 rebar with aluminum cap; thence along the E-W center-line of section 28, N89°37'30" E, 20.00 ft.; Thence S 0°36'40"W, 240.00 feet; Thence S 89°35'03"W, 366 ft.; thence N 46° 33'10"W, 346.32 ft. to the E-W Center line of said section 28 thence along said line, N89°35'03"E, 600.00 ft. to the point of beginning; and containing 2.71 acres more or less, together with all improvements thereon. Subject to all covenants, reservations, restrictions and right of way of record.



STATE OF WYOMING }  
Campbell County } ss.

Filed for record this 1st day of May A.D. 19 96 at 4:26 o'clock P M. and recorded in Book 1380 of Photos on page 135-144 Fees \$ 24.00

By Susan Gunders County Clerk and Ex-Officio Register of Deeds  
By [Signature] Deputy  
706999  
RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

718656

STATE OF WYOMING )  
COUNTY OF CAMPBELL ) ss.

TO THE PUBLIC

AMENDMENT TO  
DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
NETTLE CREEK LAND COMPANY PROPERTY

BE IT KNOWN BY ALL MEN:

That the undersigned are the owners of land which is within Campbell County, Wyoming and is more particularly described hereto in attached Exhibit "A".

WHEREAS, the owners desire to place certain protective covenants on the land for the betterment of the health, safety and welfare of the owners, residents and occupants of the land, and

WHEREAS, the owners desire to amend the Declaration of Covenants, Conditions and Restrictions, Nettle Creek Land Company Property of Public Record Book 1380 of Photos, page 135 in the office of the Campbell County Clerk.

NOW THEREFORE, the undersigned do hereby make the following declarations as to the limitations, restrictions, and uses to which the land may be put, hereby specifying that the declarations shall constitute covenants to run with all the land as provided by law that this declaration of restrictions is designed to keep and maintain the desirable, uniform, and suitable use and development of the land.

AMENDED WITH THE FOLLOWING ITEMS -

19. TRACT "A". Tract "A" defined as the Well Site in Nettle Creek Estates Subdivision shall be limited to the exclusive use for water well development, including but not limited to: development of existing well, necessary and prudent measures to insure development and proving well capacities, support structures for well completion, construction and maintenance of well and support structures. Tract "A" shall not be used for residential purposes.

NCL.140 57.97 (1)

20. RESTRICTIVE BUILDING AREA. The location of the primary homesite for Lot 2 of Nettle Creek Estates Subdivision shall be located north of a line generally described as follows:

A line starting at a point more particularly described as "STA 112+05 END EASEMENT" (per easement agreement between USWEST and Nettle Creek Land Company a recorded public document titled "EASEMENT", Book 1413 of Photos, Page 593), the line shall continue in a southerly direction bearing S12°10'W a distance of 250.22' to a point located on the most eastern side of a 20' private utility easement granted to Michael J. & Shirley A. Powers more particularly described in Instrument of Record Book 1380 of Photos, page 151, the line shall continue in a northwesterly direction "Bearing N71°05'W" thru a point located approximately 50' south of a survey lath located on the property and referenced with the letters "PCA" the line continues until it intersects the most western boundary of Lot 2 Nettle Creek Estates Subdivision.

The line described above is referenced on the subdivision plat on file with the Campbell County Clerk's Office.

A secondary homesite approximately 3 acres in size located in the most southwestern corner of Lot 2 of Nettle Creek Estates Subdivision may be secured in the future by the owner of Lot 2 of Nettle Creek Estates Subdivision providing the homesite meets all local, county, and state regulations. No portion of the homesite may be constructed at an elevation not to exceed 4876.00 feet above sea level.

21. ROADWAY MAINTENANCE AND STATUS. The public roadway known as Nettle Creek Court is maintained with a separate Roadway Maintenance Agreement. Other roadways with recorded easements either by separate agreement or are referenced on the Nettle Creek Estates Subdivision plat of record are known as private roadways and any maintenance or construction of such roadways are to be private agreements and are not covered within the Roadway Maintenance Agreement nor the covenants without proper amendments to the any of agreements.

Any additional roadways constructed in Nettle Creek Estates shall be private roadways and an agreement between users of such roadways shall be a separate agreement for maintenance of such roads.

22. IMPROVEMENT DISTRICT. The roadways in this agreement shall be maintained by the use of the road maintenance agreement. However, in the advent an IMPROVEMENT DISTRICT is formed then the owners of the Powers Tract South 21 acres, Powers Tract North 20 acres, and Nettle Creek Estates Lots 1 & 2 shall cooperate in the formation of such district and shall not take any action to resist the formation and operation of such a district. The parties further acknowledge that this Agreement may be used as a petition to create a local improvement district, as specified in section 15-6-203 W.S., 1977, and therefore constitutes a waiver of the LANDOWNER'S right to file protests and remonstrances as provided by section 15-6-202(d) and section 15-6-203, W.S., 1977.

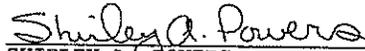
23. SEVERABILITY. If a court of competent jurisdiction invalidates any one of more of these declarations, its judgement or order shall not affect any other provisions of these declarations and shall remain in full force and affect.

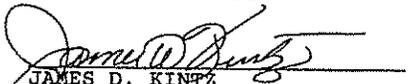
To the extent these declarations are inconsistent and formerly recorded covenants, the terms in these declarations shall control.

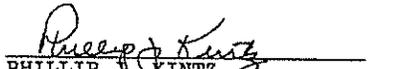
This AMENDED agreement shall run with the land described in this agreement and shall be binding on the parties's, their heirs, assigns, guests, invitees, tenants, and successors in interest.

Dated as of date the acknowledged signatures of the parties appear below.

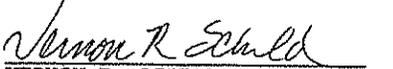
  
MICHAEL J. POWERS

  
SHIRLEY A. BOWERS

  
JAMES D. KINTZ  
Nettle Creek Land Co. Partner

  
PHILLIP J. KINTZ  
Nettle Creek Land Co. Partner

  
GARY L. CARTER  
Nettle Creek Land Co. Partner

  
VERNON R. SCHILD  
Nettle Creek Land Co. Partner

*James D. Kintz Attorney in fact for  
Robert J. Netteland*

JAMES D. KINTZ Attorney in fact for  
ROBERT J. NETTELAND  
Nettle Creek Land Co. Partner

STATE OF WYOMING )  
                          : ss  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by  
Michael J. Powers and Shirley A. Powers, husband and wife,  
this 1 day of April, 1997.

Witness my hand and official seal.

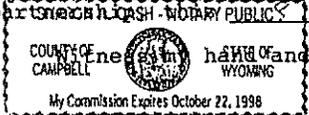
*Jane E. Gedhart*  
Notary Public

My commission expires: June 3, 1998



STATE OF WYOMING )  
                          : ss  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by  
James D. Kintz, partner of Nettle Creek Land Company, a  
partner in Nettle Creek Land Company, a partnership, on this 1 day of April, 1997.



Witness my hand and official seal.

*James D. Kintz*  
Notary Public

My commission expires: 10/27/98

STATE OF WYOMING )  
 : ss  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by Phillip J. Kintz, partner of Nettle Creek Land Company, a partnership, this 8 day of April, 1997.

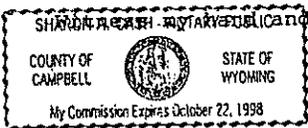


Sharon A. Cash  
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING )  
 : ss  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by Vernon R. Schild, partner of Nettle Creek Land Company, a partnership, this 8 day of April, 1997.

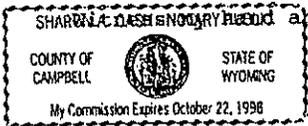


Sharon A. Cash  
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING )  
 : ss  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by Gary L. Carter, partner of Nettle Creek Land Company, a partnership, this 8 day of April, 1997.



Sharon A. Cash  
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING )  
 : ss  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by James D. Kintz for Robert J. Netteland, partner of Nettle Creek Land Company, a partnership, this 8 day of April, 1997.

SHAWONTANASS. NOTARHAU5C and official seal.  
COUNTY OF CAMPBELL STATE OF WYOMING  
My Commission Expires October 22, 1998

[Signature]  
Notary Public

My commission expires: 10/22/98

EXHIBIT "A"

A parcel of land in the County of Campbell, State of Wyoming, to-wit:

Township 50 north, R.73W. of the 6th p.m., Campbell County, Wyoming, Section 28: NE 1/4 SW 1/4, W 1/2 W 1/2 NW 1/4 SE 1/4, SE 1/4 SW 1/4, Subject to all easements, reservations, restrictions, and encumbrances of record excepting therefrom a tract of land located in the S 1/2 of Section 28, T50N, R73W, of the sixth principal meridian, Campbell County, Wyoming, being more particularly described as follows:

Beginning at a point which is the center of section 28, a #5 rebar with aluminum cap; thence along the E-W center-line of section 28, N89°37'30" E, 20.00 ft.; Thence S 0°36'40"W, 240.00 feet; Thence S 89°35'03"W, 366 ft.; thence N 46° 33'10"W, 346.32 ft. to the E-W Center line of said section 28 thence along said line, N89°35'03"E, 600.00 ft. to the point of beginning; and containing 2.71 acres more or less, together with all improvements thereon. Subject to all covenants, reservations, restrictions and right of way of record.

STATE OF WYOMING }  
 Campbell County } ss.  
 Filed for record this 17th day of April A.D., 19 97 at 2:34 o'clock p. M. and recorded in Book 1424  
 of Photos on page 557-563 Fees \$ 18.00 718656  
 Susan Saunders RECORDED  
 County Clerk and Ex-Officio Register of Deeds ABSTRACTED ✓  
 INDEXED ✓  
 CHECKED ✓  
 By Deputy Elaine Hackett

