

424329

DECLARATION OF RESTRICTIVE COVENANTS FOR SECOND EXTENSION OF
WESTRIDGE SUBDIVISION

This Declaration is made by Robert G. Wenger, of Gillette, Wyoming, hereinafter referred to as "Declarant".

The Declarant is the owner of all lands embraced in a subdivision known as Second Extension of Westridge Subdivision which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming. This plat is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as if fully set out herein.

The Declarant intends to sell lots in Second Extension to Westridge Subdivision, Campbell County, Wyoming.

All lots contained in said subdivision shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire subdivision and for the benefit of each owner of land therein.

These covenants shall be binding on all owners of land in this subdivision and their successors in interest, regardless of how the interest is acquired. This includes, among others, adverse possessors, lessees and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of Second Extension to Westridge Subdivision. These covenants are imposed upon all lots in said subdivision as an obligation or charge against the same for the benefit of each and every lot in the subdivision and the owner or owners thereof. Each and every owner of the land in the subdivision shall have the right to enforce the following covenants:

Amend. 749/431
Amend. 826-146

Amend 397 Pg. 38-273

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or dual family dwelling not to exceed two and one-half stories in height.
 - (a) Provided, however, that apartment houses or multiple family dwellings may be constructed in the area adjoining the 4-J Road, so long as it is within 1,000 feet of said 4-J Road.
 - (b) Provided, further, a business office, or a home-type business, such as a beauty shop, may be located in a dwelling or attached thereto, without being in violation of these covenants. No commercial or industrial-type business however, shall be conducted on any lots zoned residential.
2. No dwelling shall be permitted on any lot at a cost of less than \$30,000.00. The ground, for area of the main structure exclusive of one story open porches and garages, shall not be less than 1,250 square feet for a one story dwelling.
3. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. 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 materials shall be kept clean and sanitary.
5. No mobile home, transportable homes or trailer houses shall be located upon the lands located in this subdivision. All buildings constructed on any of said lands shall be built upon footings and foundations of masonry or concrete and shall be constructed of all new materials.
6. No livestock shall be harbored or maintained upon any of the premises, such as horses, cattle, sheep, swine or goats, but this restriction does not pertain to small pets such as dogs and cats.
7. Before any construction shall commence on said lots, culverts shall be installed across the access to said lots to insure adequate flow or run-off water. The dimensions of such culverts shall be no less than 12 inches in diameter and 20 feet long.
8. These covenants are to run with the land and shall be binding upon all persons and all parties claiming under them for a period of 30 years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the owners of the lots in said subdivision has been recorded and agreed to the change of said covenants in whole or in part.

9. In the event any one of these covenants, restrictions or remedies contained herein is invalidated by judgment or court order, the remaining provisions and remedies shall remain in full force and effect.
10. 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 a violation or to recover damages. Any person or persons violating these covenants shall be liable for all costs incurred in prosecuting and suit, including a reasonable attorney's fee and for liquidated damages in the amount of \$25.00 per day until the violation is cured.

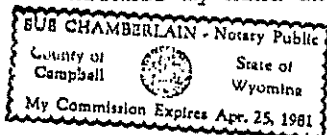
IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictive Covenants for Second Extention of Westridge Subdivision this 29th day of July, 1977.

Robert G. Wenger
ROBERT G. WENGER

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 29th day of July, 1977, by Robert G. Wenger, a single person.

WITNESS my hand and official seal.



Sue Chamberlain
Notary Public

My commission expires: April 25, 1981.

STATE OF WYOMING }
Campbell County) ss.

Filed for record this 17th day of August A. D. 19 77 at 2:02 o'clock P.M. and recorded in Book 387 of Photos on page 164 Fees \$ 6.50

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Donna L. Bick
Deputy

424329

424330

SECOND EXTENSION OF WESTRIDGE SUBDIVISION LANDOWNERS' ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS: That Robert G. Wenger, of Gillette, Wyoming, being the owner of all the lots within Second Extension of Westridge Subdivision of Campbell County, Wyoming, the plat of which is filed in the office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, the 17th day of August, 1977, in Book 2 of Plats at page 79 & 80, does hereby create the Second Extension of Westridge Subdivision Landowners' Association for himself, his heirs, executors, administrators, successors and assigns of the lots within said Second Extension of Westridge Subdivision of Campbell County, Wyoming, and does hereby covenant and agree as follows:

I.

The name of the association is SECOND EXTENSION OF WESTRIDGE SUBDIVISION LANDOWNERS ASSOCIATION.

II.

The Association is formed for the following purposes:

1. To obtain for its members a viable water supply for domestic use upon the property of the members of the Association.
2. To share as a community effort the expense of maintaining said water supplies, repairs and capital improvements.
3. To provide each user of water to own an equal share in the water system as well as to share equally in the expenses of same.
4. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in the fulfillment of its purposes.
5. To act in the best interests of its members to insure healthy and sanitary living conditions for its members.

STATE OF WYOMING } ss.
Campbell County

Filed for record this 17th day of August, A. D., 19 77 at 2:04 o'clock P. M. and recorded in Book 387 of Photos on page 167 Fees \$ 11.00

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Robert G. Wenger
Deputy

424330

Amended 395 Pg. 172

6. To maintain all common facilities within the subdivision.

III.

The Association shall have the following powers:

1. To borrow money and to give a lien on any of its properties for security therefor in any manner prescribed by law.
2. To act as agent or representative of any of its members in any of the activities mentioned in Article II hereof.
3. To buy, lease, hold and exercise all privileges of ownership over such real or personal property used or consumed in the conduct and operation of this Association.
4. To make, draw, accept, endorse, guarantee, execute and issue promissory notes, mortgages, drafts, warrants, certificates, and other kinds of obligations, both negotiable and non-negotiable instruments for any purpose relating to the purposes of this Association.
5. To cooperate with similar associations in creating joint agencies for any purposes for which this Association is formed and to do such acts deemed necessary to fulfill the purposes of this Association.
6. To impose watering restrictions as to days and portions of lots within a subdivision to be watering from the common water supply.
7. To have and exercise, in addition to the foregoing, all powers, privileges and rights conferred on ordinary associations by the laws of this state and all powers and rights incidental in carrying out the purposes of this Association as formed.

The enumeration of the foregoing powers shall not be held to limit or restrict in any manner the general power which by law may be exercised by this Association all of which are hereby expressly claimed.

IV.

As soon as improvements have been constructed on any lot within the subdivision, each member of the Association owning said lot is to pay \$20.00 per month to the Association for common facilities per living unit. Apartment houses or duplexes constructed on lots within the subdivision are to pay one-third of said amount per month per living unit as a single family dwelling on a one acre lot. A living unit is defined as a closed-in area that contains a kitchen, bathroom bedroom and living area. A single family dwelling is defined as one-half of a duplex or one unit in an apartment house or basement that has been completed that contains a separate kitchen, bathroom, bedroom and living area from the remainder of the dwelling.

V.

Any person or entity who is a record owner of a fee or undivided fee interest in any lot within this subdivision 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 appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. The voting rights of the members of the Association shall be equal.

VI.

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

VII.

Officers of the Association shall include a president who shall preside at the meetings, receive and process complaints, represent the Association, if necessary, before the County

Commissioners and be generally responsible for the purposes of the Association; 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 one year and until their successors are elected. The officers of the Association may be paid such salary or fees as the members of the Association meeting in annual meeting may determine.

VIII.

In the event the Association fails to maintain the streets, irrigation facilities, open space, parks or other common facilities in the subdivision 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 aforesaid common facilities in a reasonable condition, and said notice shall include a demand that such deficiencies in maintenance 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 facilities 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 facilities in a reasonable condition, the county shall cease to maintain said common facility at the end of said year.

The cost of such maintenance 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 assessment to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

IX.

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

X.

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

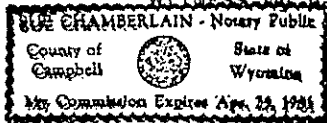
IN WITNESS WHEREOF, the undersigned has executed this Agreement this 29th day of July, 1977.

Robert G. Wenger
ROBERT G. WENGER

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before
me this 29 day of July, 1977, by Robert G. Wenger, a single
person.

WITNESS my hand and official seal.



Joe Chamberlain
Notary Public

My commission expires: April 25, 1981

427553

AMENDMENT TO
SECOND EXTENSION OF WESTRIDGE SUBDIVISION LANDOWNERS'
ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, of Gillette, Wyoming, being all the owners of all the lots within Second Extension of Westridge Subdivision of Campbell County, Wyoming, the plat of which is filed in the office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, the 17th day of August, 1977, in Book 2 of Plats at page 79 & 80 do hereby amend the organizational document of said Second Extension of Westridge Subdivision Landowners' Association dated the 29th day of July, 1977, and executed by Robert G. Wenger, then sole owner of all of said lots within said subdivision by adding the following article, to-wit:

XI.

It is understood by all the undersigned that Robert G. Wenger, who is the sole owner of approximately 159 acres of real property located adjacent to the above described subdivision, intends to create a subdivision thereon to be known as "Third Extension of Westridge Subdivision of Campbell County, Wyoming", and the undersigned agree that the owners of the lots within said proposed subdivision shall have the right to hook onto and utilize the water supply from wells located within Second Extension of Westridge Subdivision upon agreeing to pay a monthly fee to the Association, the fee to be determined by the officers of said association.

For greater certainty a copy of the organizational document of this association is attached hereto, marked Exhibit "A", and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 20th day of October, 1977.

<u>Gary W. Chaney</u>	<u>Patricia C. Harwood</u>
<u>Margaret Chaney</u>	<u>James H. Harwood</u>
<u>Anna J. Sicks</u>	<u>Alan M. Sicks</u>
<u>Robert G. Wenger</u>	

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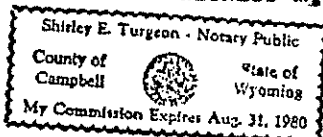
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(L

STATE OF WYOMING)
)SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before
me this 20th day of October, 1977, by Robert G. Wenger,
a/k/a Robert Glenn Wenger, a single person.

WITNESS my hand and official seal.



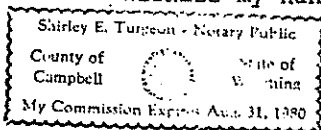
Robert G. Wenger
Notary Public

My commission expires: _____.

STATE OF WYOMING)
)SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me
this 17th day of October, 1977, by James R. Harwood and
Patricia C. Harwood.

WITNESS my hand and official seal.



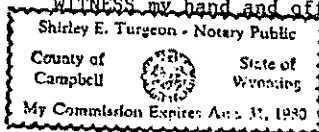
James R. Harwood and Patricia C. Harwood
Notary Public

My commission expires: _____.

STATE OF WYOMING)
)SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 18th day of
October, 1977, by Jerry W. Chaney and Marget Chaney.

WITNESS my hand and official seal.

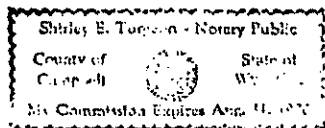


Jerry W. Chaney and Marget Chaney
Notary Public

STATE OF WYOMING)
)SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 18th day of
October, 1977, by Allan M. Sicks and Paula J. Sicks.

WITNESS my hand and official seal.



Allan M. Sicks and Paula J. Sicks
Notary Public

424330

SECOND EXTENSION OF WESTRIDGE SUBDIVISION LANDOWNERS' ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS: That Robert G. Wenger, of Gillette, Wyoming, being the owner of all the lots within Second Extension of Westridge Subdivision of Campbell County, Wyoming, the plat of which is filed in the office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, the 17th day of August, 1977, in Book 2 of Plats at page 79 & 80, does hereby create the Second Extension of Westridge Subdivision Landowners' Association for himself, his heirs, executors, administrators, successors and assigns of the lots within said Second Extension of Westridge Subdivision of Campbell County, Wyoming, and does hereby covenant and agree as follows:

I.

The name of the association is SECOND EXTENSION OF WESTRIDGE SUBDIVISION LANDOWNERS ASSOCIATION.

II.

The Association is formed for the following purposes:

1. To obtain for its members a viable water supply for domestic use upon the property of the members of the Association.
2. To share as a community effort the expense of maintaining said water supplies, repairs and capital improvements.
3. To provide each user of water to own an equal share in the water system as well as to share equally in the expenses of same.
4. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in the fulfillment of its purposes.
5. To act in the best interests of its members to insure healthy and sanitary living conditions for its members.

STATE OF WYOMING } ss.
Campbell County }

Filed for record this 17th day of August, A. D., 19 77 at 2:04 o'clock P.M. and recorded in Book 387 of Photos on page 167 Fees \$ 11.00

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By W. R. R. R.
Deputy

424330

6. To maintain all common facilities within the subdivision.

III.

The Association shall have the following powers:

1. To borrow money and to give a lien on any of its properties for security therefor in any manner prescribed by law.
2. To act as agent or representative of any of its members in any of the activities mentioned in Article II hereof.
3. To buy, lease, hold and exercise all privileges of ownership over such real or personal property used or consumed in the conduct and operation of this Association.
4. To make, draw, accept, endorse, guarantee, execute and issue promissory notes, mortgages, drafts, warrants, certificates, and other kinds of obligations, both negotiable and non-negotiable instruments for any purpose relating to the purposes of this Association.
5. To cooperate with similar associations in creating joint agencies for any purposes for which this Association is formed and to do such acts deemed necessary to fulfill the purposes of this Association.
6. To impose watering restrictions as to days and portions of lots within a subdivision to be watering from the common water supply.
7. To have and exercise, in addition to the foregoing, all powers, privileges and rights conferred on ordinary associations by the laws of this state and all powers and rights incidental in carrying out the purposes of this Association as formed.

The enumeration of the foregoing powers shall not be held to limit or restrict in any manner the general power which by law may be exercised by this Association all of which are hereby expressly claimed.

IV.

As soon as improvements have been constructed on any lot within the subdivision, each member of the Association owning said lot is to pay \$20.00 per month to the Association for common facilities per living unit. Apartment houses or duplexes constructed on lots within the subdivision are to pay one-third of said amount per month per living unit as a single family dwelling on a one acre lot. A living unit is defined as a closed-in area that contains a kitchen, bathroom bedroom and living area. A single family dwelling is defined as one-half of a duplex or one unit in an apartment house or basement that has been completed that contains a separate kitchen, bathroom, bedroom and living area from the remainder of the dwelling.

V.

Any person or entity who is a record owner of a fee or undivided fee interest in any lot within this subdivision 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 appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. The voting rights of the members of the Association shall be equal.

VI.

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

VII.

Officers of the Association shall include a president who shall preside at the meetings, receive and process complaints, represent the Association, if necessary, before the County

Commissioners and be generally responsible for the purposes of the Association; 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 one year and until their successors are elected. The officers of the Association may be paid such salary or fees as the members of the Association meeting in annual meeting may determine.

VIII.

In the event the Association fails to maintain the streets, irrigation facilities, open space, parks or other common facilities in the subdivision 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 aforesaid common facilities in a reasonable condition, and said notice shall include a demand that such deficiencies in maintenance 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 facilities 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 facilities in a reasonable condition, the county shall cease to maintain said common facility at the end of said year.

The cost of such maintenance 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 assessment to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

IX.

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

X.

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 has executed this Agreement this 29th day of July, 1977.

Robert G. Wenger
ROBERT G. WENGER

STATE OF WYOMING)
) SS.
 COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before
 me this 29 day of July, 1977, by Robert G. Wenger, a single
 person.

WITNESS my hand and official seal.



Joe Chamberlain
 Notary Public

My commission expires: April 25, 1981

STATE OF WYOMING) ss.

Campbell County

Filed for record this 20th day of October

A. D., 19 77 at 9:04 o'clock A. M. and re-

corded in Book 395 of Photos

on page 192 Fees \$ 13.50

Clarence E. Anderson RECORDER
 County Clerk and Ex-Officio Register of Deeds INDEXED

By Norothy P. Pels

Deputy 427553

THE HILL COMPANY, DES MOINES, IOWA 50319

428591

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR SECOND EXTENSION
OF WESTRIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, of Gillette, Wyoming, being all the owners of all the lots within Second Extension of Westridge Subdivision, Campbell County, Wyoming, the plat of which is filed in the office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, on the 17th day of August, 1977, in Book 2 of Plats at pages 79 and 80, do hereby amend the Declaration of Restrictive Covenants for Second Extension of Westridge Subdivision dated July 29, 1977, and filed in the office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, on the 17th day of August, 1977, in Book 387 of Photos at page 164, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof by amending paragraph 1 of said Declaration of Restrictive Covenants as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or dual family dwelling not to exceed two and one-half stories in height.
 - (a) Provided, however, that apartment houses or multiple family dwellings may be constructed in the area adjoining the 4-J Road, so long as it is within 1,000 feet of said 4-J Road.
 - (b) Provided, further, a business office, or a home-type business, such as a beauty shop, may be located in a dwelling or attached thereto, without being in violation of these covenants. No commercial or industrial-type business however, shall be conducted on any lots zoned residential.
 - (c) Provided, further, that the tract originally designated on the plat filed for said subdivision as "park area" and which was subsequently vacated by the Board of County Commissioners of Campbell County, Wyoming, by a resolution dated October 4, 1977, may be used for school purposes, said property being described as follows:

STATE OF WYOMING } ss.
Campbell County }
for record this 8th day of November
19 77 at 2:02 o'clock P.M. and re-
corded in Book 397 of Photos
Page 38 Fee \$ 7.75
Lillian E. Addison, County Clerk and Ex-Officio Register of Deeds
Gillette, Wyoming

RECORDED
INDEXED
A tract of land located in the SE $\frac{1}{4}$ of Section 32, Township 50 North, Range 72 West, 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

428591

Commencing at a brass cap which marks the East 1/4 corner of Section 32, Township 50 North, Range 72 West; thence S. 2°45'15" W. along the East boundary line of said Section 32 a distance of 807.40 feet to a 5/8 inch rebar; thence S. 88°19'45" E. a distance of 60.00 feet to a point, said point being the TRUE POINT OF BEGINNING; thence continuing S. 88°19'45" E. a distance of 203.28 feet to a point; thence S. 2°45'15" W. a distance of 300.00 feet to a point; thence N. 88°19'45" W. a distance of 203.28 feet to a point; thence N. 2°45'15" E., a distance of 300.00 feet to the point of beginning, containing 1.40 acres, more or less.

That all the remaining provisions of said Declaration of Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment this 6th day of November, 1977.

Robert G. Wenger
ROBERT G. WENGER

James R. Harwood
JAMES R. HARWOOD

Patricia C. Harwood
PATRICIA C. HARWOOD

Jerry W. Chaney
JERRY W. CHANEY

Marget Chaney
MARGET CHANEY

Allan M. Sicks
ALLAN M. SICKS

Paula J. Sicks
PAULA J. SICKS

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 6th day of November, 1977, by James R. Harwood and Patricia C. Harwood.

DETTIE JEAN COX - WITNESS my hand and official seal.
County of Campbell State of Wyoming
My Commission expires October 23, 1979

Dettie Jean Cox
Notary Public

My commission expires: 10/23-79

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 6th day of November, 1977, by Jerry W. Chaney and Marget Chaney.

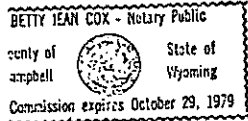
WITNESS my hand and official seal.

My commission expires:

Dettie Jean Cox
Notary Public
County of Campbell State of Wyoming
My Commission expires October 23, 1979

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing insturment was acknowledged before me
this 6th day of November, 1977, by Allen M. Sicks and
Paula J. Sicks.



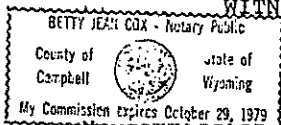
WITNESS my hand and official seal.

Betty Jean Cox
Notary Public

My commission expires: 10/29/79.

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing insturment was acknowledged before me
this 6th day of November, 1977, by Robert G. Wenger.



WITNESS my hand and official seal.

Betty Jean Cox
Notary Public

My commission expires: 10/29/79.

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR SECOND EXTENSION
OF WESTRIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, of Gillette, Wyoming, being all the owners of all the lots within Second Extension of Westridge Subdivision, Campbell County, Wyoming, the plat of which is filed in the office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, on the 17th day of August, 1977, in Book 2 of Plats at pages 79 and 80, do hereby amend the Declaration of Restrictive Covenants for Second Extension of Westridge Subdivision dated July 29, 1977, and filed in the office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, on the 17th day of August, 1977, in Book 387 of Photos at page 164, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof by amending paragraph 1 of said Declaration of Restrictive Covenants as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or dual family dwelling not to exceed two and one-half stories in height.
 - (a) Provided, however, that apartment houses or multiple family dwellings may be constructed in the area adjoining the 4-J Road, so long as it is within 1,000 feet of said 4-J Road.
 - (b) Provided, further, a business office, or a home-type business, such as a beauty shop, may be located in a dwelling or attached thereto, without being in violation of these covenants. No commercial or industrial-type business however, shall be conducted on any lots zoned residential.
 - (c) Provided, further, that the tract originally designated on the plat filed for said subdivision as "park area" and which was subsequently vacated by the Board of County Commissioners of Campbell County, Wyoming, by a resolution dated October 4, 1977, may be used for school purposes, said property being described as follows:

A tract of land located in the SE $\frac{1}{4}$ of Section 32, Township 50 North, Range 72 West, 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

STATE OF WYOMING

Campbell County

Filed for record this 14th day of November A. D. 1977 at 9:59 o'clock A. M. and recorded in Book 397 of Photos on page 273 Fees \$ 12.25

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

By Deputy
Deputy

RECORDED
ABSTRACTED
INDEXED

Commencing at a brass cap which marks the East 1/4 corner of Section 32, Township 50 North, Range 72 West; thence S. 2°45'15" W. along the East boundary line of said Section 32 a distance of 807.40 feet to a 5/8 inch rebar; thence S. 88°19'45" E. a distance of 60.00 feet to a point, said point being the TRUE POINT OF BEGINNING; thence continuing S. 88°19'45" E. a distance of 203.28 feet to a point; thence S. 2°45'15" W. a distance of 300.00 feet to a point; thence N. 88°19'45" W. a distance of 203.28 feet to a point; thence N. 2°45'15" E., a distance of 300.00 feet to the point of beginning, containing 1.40 acres, more or less.

That all the remaining provisions of said Declaration of Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this

Amendment this 6th day of November, 1977.

Robert G. Wenger James R. Harwood
ROBERT G. WENGER JAMES R. HARWOOD

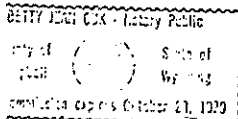
Patricia C. Harwood Jerry W. Chaney
PATRICIA C. HARWOOD JERRY W. CHANEY

Marget Chaney Allan M. Sicks
MARGET CHANEY ALLAN M. SICKS

Teddy John Placifield Paula J. Sicks
TEDDY JOHN PLACIFIELD PAULA J. SICKS

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 6th day of November, 1977, by James R. Harwood and Patricia C. Harwood.



WITNESS my hand and official seal.

Betty Jean Cox
Notary Public

My commission expires: 10-21-79

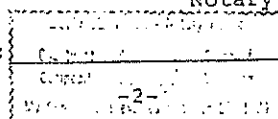
STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 6th day of November, 1977, by Jerry W. Chaney and Marget Chaney.

WITNESS my hand and official seal.

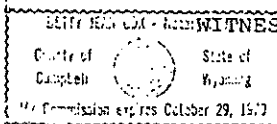
Betty Jean Cox
Notary Public

My commission expires: 10-21-79



STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing insturment was acknowledged before me
this 6th day of November, 1977, by Allen M. Sicks and
Paula J. Sicks.



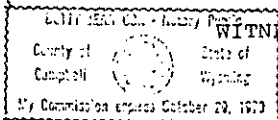
WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 10/29/79.

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing insturment was acknowledged before me
this 6th day of November, 1977, by Robert G. Wenger.



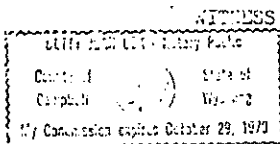
WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 10/29/79.

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing insturment was acknowledged before me
this 11th day of November, 1977, by Teddy John Percifield.



WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 10-29-79.

DECLARATION OF AMENDMENT TO THE
RESTRICTIVE COVENANTS OF THE 2ND
EXTENSION OF WESTRIDGE SUBDIVISION

546973

This Declaration of Amendment to the Restrictive Covenants for the 2nd Extension of Westridge Subdivision is hereby made pursuant to paragraph 8 of the Declaration of Restrictive Covenants of the 2nd Extension of Westridge Subdivision recorded at Book 387 of Photos, page 164 and filed for record on the 17th day of AUGUST, 1977.

This Amendment supercedes and replaces all other Declarations of Restrictive Covenants for the 2nd Extension of Westridge Subdivision.

Declarants are owners of the lots in the Second Extension to Westridge Subdivision, Campbell County, Wyoming, and the duly constituted governing body of the Second Extension to Westridge Subdivision, Campbell County, Wyoming.

All lots contained in the subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed subject to the following express conditions, provisions, reservations, servitudes and covenants:

1. No lot shall be used except for residential purposes; no structure other than the dwelling shall be used as a residence either permanently or temporarily and all uses shall be compatible with a rural residential neighborhood. No industrial or industrial support uses (including storage of materials) shall be permitted on any lot. No commercial activities are permitted except a business office or a home-type business (such as a photography shop) which may be conducted only so long as it does not become a nuisance, a traffic problem or an inconvenience to neighbors. Any office or business must be operated entirely within the dwelling.

2. No lot shall be further sub-divided. Except as otherwise provided in these covenants, no building shall be erected, altered, placed or permitted to remain on any lot

STATE OF WYOMING

Campbell County

Filed for record this 16th day of May, A.D. 1984 at 2:33 o'clock P.M. and recorded in Book 749 of Photos on page 431 Fee \$ 13.50
of James E. Addams By Alonzo R. Adams
and Clerk and Ex. Officer of Records ABSTRACTED
CHIEF CLERK

546973

other than one single family dwelling, not to exceed two stories in height. Duplexes, 4-plexes, or any other type of multi-family structures are prohibited. All dwellings shall be constructed on site using new materials. Each dwelling shall have a minimum of 1250 square feet of finished living space. Basements, half basements, garages and porches will not be considered in calculating the minimum footage requirement.

a. One attached garage compatible with the dwelling in appearance, design and material is permitted. The attached garage shall:

1. Not exceed 800 square feet,
2. Not be higher than the roofline of the house nor the height of the house,
3. Be constructed on footings and foundations which meet United Builder's Code requirements,
4. Have a concrete floor,
5. Have doors or windows covering all openings,
6. Be constructed with new materials, and
7. Not have metal exterior walls or a metal roof.

b. Only the following detached buildings are permitted:

1. ONE detached garage which shall:
 - a. have a concrete floor,
 - b. have no side wall higher than 10 feet from the ground,
 - c. have no part higher than 15 feet from the ground,
 - d. have doors or windows covering all openings,
 - e. be constructed of new materials,
 - f. be compatible in appearance, design and materials with the dwelling and other structures in the subdivision,
 - g. not have metal exterior walls or a metal roof, and
 - h. not exceed 1,000 square feet.
2. ONE detached garden/tool shed which shall:
 - a. be compatible in appearance with the dwelling and other structures in the subdivision,

- b. not exceed 8 feet in height,
- c. not exceed 120 square feet.

ated upon any lot. For purposes of these covenants "mobile home" shall mean any type of structure transported by means of its own or a separate wheel and axle system or having a retractable or detachable wheel system; whether or not such wheels are subsequently removed and whether or not such structure is ultimately set upon a foundation.

3. Unoccupied recreational vehicles and travel trailers, boats, utility trailers, horse trailers, or other similar small vehicles are permitted upon lots so long as the total number of such ungaraged vehicles does not exceed three. No lot shall be used to store inoperable or unlicensed cars or trucks unless they are placed within a garage.

4. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

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, not to exceed 4 in number and screened from view from subdivision roads.

6. No livestock such as horses, cattle, sheep, swine or goats shall be harbored or maintained upon any lot. This restriction does not pertain to small pets such as dogs and cats that are kept within the confines of the lot. Each lot is limited to five mature cats and 3 mature dogs.

7. No Barb or hog wire, or similar type fences except chain link shall be permitted upon any lot. Perimeter and chain link fences shall not exceed forty-eight inches in height. Privacy fences limited to six feet in height and two hundred feet in total length are permitted.

8. Only two signs shall be permitted on any lot at any one time. No sign shall be in excess of four square feet. No electric, neon or other flashing signs shall be allowed upon

any of the lots. (In the event that two signs are in place upon a lot at the same time, one of the signs must be a "for sale" sign.)

These covenants run with the land for a period of twenty (20) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten years.

These covenants may be amended by the agreement of the owners of two-thirds of the lots, each lot being allowed one vote regardless of the number of owners.

These covenants supercede all other covenants. In the event that there is a discrepancy between the provisions of these covenants and applicable city zoning codes, the more restrictive provision shall be applied.

In the event any one of these covenants, restrictions or remedies contained herein is invalidated by judgment or court order, the remaining provisions or remedies shall remain in full force and effect.

These covenants shall be binding on all owners of land in this subdivision and their successors in interest, regardless of how the interest is acquired. The covenants are not to be applied retroactively and have no effect on the litigation pending between certain members of the homeowners association under Case # 13161 filed in the District Court in and for Campbell County.

These covenants are imposed pursuant to a general plan for improvement and benefit of the 2nd Extension of Westridge Subdivision and are imposed upon all lots in said subdivision as an obligation or charge against the same for the benefit of each and every lot in the subdivision and the owner or owners thereof. Each and every owner of the land in the subdivision and the landowner's association shall have the right to enforce the covenants.

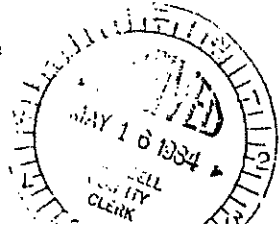
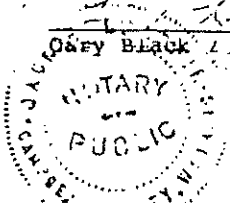
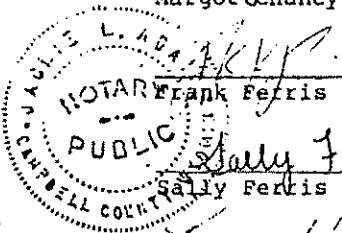
Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to

violate any covenants, either to restrain a violation or to recover damages, or both. Any person or persons violating these covenants shall be liable for all costs incurred in prosecuting the lawsuit, including a reasonable attorney's fee. The agrieved party may recover actual damages or, if actual damages cannot reasonably be shown, then liquidated damages in the amount of \$25.00 per day; provided that liquidated damages shall be assessed only from the date of written notice of the violation is provided to the violator until the violation is cured.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictive Covenants for Second Extension of Westridge Subdivision this 14th day of APRIL, 1984.

WESTRIDGE HOMEOWNERS ASSOCIATION

NAME	ADDRESS
<u>Jerry Chaney</u> Jerry Chaney	2102 Knollwood Drive Lot <u>1</u> , Block 1
<u>Margot Chaney</u> Margot Chaney	2102 Knollwood Drive Lot <u>1</u> , Block 1
<u>Frank Ferris</u> Frank Ferris	2000 Knollwood Drive Lot <u>2</u> , Block 1
<u>Sally Ferris</u> Sally Ferris	2000 Knollwood Drive Lot <u>2</u> , Block 1
<u>Kenneth Whites</u> Kenneth Whites	29 Boxwood Street Lot <u>1</u> , Block 2
<u>Mary Whites</u> Mary Whites	29 Boxwood Street Lot <u>1</u> , Block 2
<u>Lewis Hodney</u> Lewis Hodney	2101 Knollwood Drive Lot <u>2</u> , Block 2
<u>Betty Hodney</u> Betty Hodney	2101 Knollwood Drive Lot <u>2</u> , Block 2
<u>Orey Black</u> Orey Black	2001 Knollwood Drive Lot <u>3</u> , Block 2



Gloria Black

2001 Knollwood Drive
Lot 3, Block 2

Scott Houghton

2004 Meadow Lane
Lot 4, Block 2

Marion Houghton

2004 Meadow Lane
Lot 4, Block 2

Bradley Schofield
Bradley Schofield

2008 Meadow Lane
Lot 5, Block 2

Debbie Schofield
Debbie Schofield

2008 Meadow Lane
Lot 5, Block 2

Dan Chaney

2104 Meadow Lane
Lot 6, Block 2

Sue Chaney

2104 Meadow Lane
Lot 6, Block 2

Alvin Rhodes

3003 South Bush Avenue
Lot 1, Block 3

Betty Rhodes

3003 South Bush Avenue
Lot 1, Block 3

Ronnie Strand
Ronnie Strand

2403 Meadow Lane
Lot 2, Block 3

Dale Simonson
Dale Simonson

2309 Meadow Lane
Lot 1, Block 3

Beverly Simonson
Beverly Simonson

2309 Meadow Lane
Lot 3, Block 3

Jim Hollingsworth
Jim Hollingsworth

2305 Meadow Lane
Lot 4, Block 3

Legtta Hollingsworth
Legtta Hollingsworth

2305 Meadow Lane
Lot 4, Block 3

Larry Engdahl

2302 Meadow Lane
Lot 5, Block 3

Barbara Engdahl

2302 Meadow Lane
Lot 5, Block 3

Edward Wolff

2209 Meadow Lane
Lot 6, Block 3

Bob Rogers
Bob Rogers

2203 Meadow Lane
Lot 7, Block 3

Marlene Rogers
Marlene Rogers

2203 Meadow Lane
Lot 7, Block 3

Gene Ness
Gene Ness

2107 Meadow Lane
Lot 2, Block 3

Robin Ness
Robin Ness

2107 Meadow Lane
Lot 2, Block 3

Charles Burney
Charles Burney

2403 Knollwood Drive
Lot 1, Block 4

Karen Burney
Karen Burney

2403 Knollwood Drive
Lot 1, Block 4

Michael Reardon
Michael Reardon

2307 Knollwood Drive
Lot 2, Block 4

Joleen Reardon
Joleen Reardon

2307 Knollwood Drive
Lot 2, Block 4

Fred Anderson
Fred Anderson

2301 Knollwood Drive
Lot 3, Block 4

Sandra Anderson
Sandra Anderson

2301 Knollwood Drive
Lot 3, Block 4

Roderick Halbert
Roderick Halbert

2205 Knollwood Drive
Lot 4, Block 4

Pamela Halbert
Pamela Halbert

2205 Knollwood Drive
Lot 4, Block 4

Herman Rice
Herman Rice

2908 Boxwood Street
Lot 5, Block 4

Kelly Hardy
Kelly Hardy

2300 Meadow Lane
Lot 6, Block 4

Loretta Hardy
Loretta Hardy

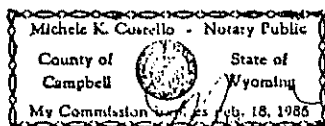
2300 Meadow Lane
Lot 6, Block 4

Ronald Jeffress
Ronald Jeffress

2310 Meadow Lane
Lot 7, Block 4

Lana Jeffress
Lana Jeffress

2310 Meadow Lane
Lot 7, Block 4



Linda Felde
Linda Felde

Jonathon Todd
Jonathon Todd

Lorrie Todd
Lorrie Todd

Richard Hopkins
Richard Hopkins

Kathleen M Hopkins
Kathleen Hopkins

Raymond Mock
Raymond Mock

Kathy Mock
Kathy Mock

Terrence O'Brien
Terrence O'Brien

Dorothy O'Brien
Dorothy O'Brien

Randall Shinn
Randall Shinn

Melvin Tarno
Melvin Tarno

Elsie Tarno
Elsie Tarno

Allan Sicks
Allan Sicks

Paul Sicks
Paul Sicks

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2602 Meadow Lane
Lot 3, Block 6

2413 Knollwood Drive
Lot 1, Block 6

2413 Knollwood Drive
Lot 11, Block 6

2900 South Bush Avenue
Lot 5, Block 6

2900 South Bush Avenue
Lot 5, Block 6

2906 South Bush Avenue
Lot 6, Block 6

2906 South Bush Avenue
Lot 6, Block 6

2703 Meadow Lane
Lot 1, Block 7

2703 Meadow Lane
Lot 1, Block 7

2603 Meadow Lane
Lot 2, Block 7

2509 Meadow Lane
Lot 3, Block 7

2509 Meadow Lane
Lot 3, Block 7

2505 Meadow Lane
Lot 4, Block 7

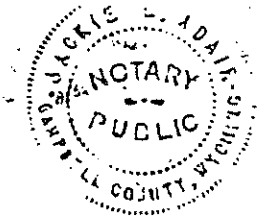
2505 Meadow Lane
Lot 4, Block 7

Book 749 of Photos, Page 440
ACKNOWLEDGEMENT

State of Wyoming)
County of Campbell) ss

The foregoing instrument was acknowledged before me by see below, this 10th day of April, 1984.

Witness my hand and official seal.



Jackie L. Adair
Notary Public Jackie L. Adair

My commission expires: April 11, 1988

Fred Anderson
Sandra Anderson
Laurence Archer
Gary Braselton
Karen Burney
Frank Ferris
Sally Ferris
Pamela Halbert
Roderick Halbert
Jim Hollingsworth
Ronald Jeffress
Raymond Mock
Dorothy O'Brien
Terrence O'Brien
Kathy Roberts
Lindy Roberts
Bob Rogers
Donna Marlene Rogers
Bradley Schofield
Debbie Schofield
Randall Shinn
Beverly Simonson
Dale Simonson
David Stewart
Jackie Stewart
Ronnie Strand
Jonathan Todd
Lorri Todd
Marlys Wellen
Merle Wellen
Mary Whites

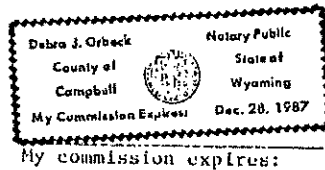
ACKNOWLEDGEMENTS

State of Wyoming)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by
see below, this 14th day of May, 1984.

Witness my hand and official seal.

Debra J. Orbeck
Notary Public Debra J. Orbeck



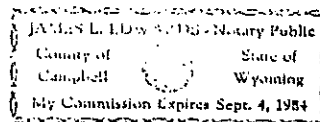
Tarno, Melvin Eugene
Chaney, Jerry Wayne
Chaney, Margot
Gerritz, Paul Richard
Tarno, Elsie Marie
Hopkins, Richard Joseph
Hopkins, Kathleen M.

State of Wyoming)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by
Robin Ness, this 14th day of May, 1984.

Witness my hand and official seal.

James L. Edwards
Notary Public James L. Edwards



ACKNOWLEDGEMENT

State Of Wyoming }
County of Campbell } ss

The foregoing instrument was acknowledged before
me by see below, this 11th day of April, 1984

Witness my hand and official seal.



Delaine Newland
Notary Public, Delaine Newland

My commission expires April, 1988

Kennith White
Lewis/Betty Hockney
Leotta Hollingsworth
Lana Jeffress
Christina Gerrits
Debbie Archer
Kathy Mack
Allan/Paula Sicks

568338

DECLARATION OF AMENDMENT TO THE
RESTRICTIVE COVENANTS OF THE SECOND
EXTENSION OF WESTRIDGE SUBDIVISION

This Declaration of Amendment to the Restrictive Covenants for the Second Extension of Westridge Subdivision is hereby made pursuant to paragraph 8 of the Declaration of Restrictive Covenants of the Second Extension of Westridge Subdivision recorded at Book 387 of Photos, page 164 and filed for record on the 17th day of August, 1977.

This Amendment supercedes and replaces all other Declarations of Restrictive Covenants for the Second Extension of Westridge Subdivision.

Declarants are owners of the lots in the Second Extension to Westridge Subdivision, Campbell County, Wyoming, and the duly constituted governing body of the Second Extension to Westridge Subdivision, Campbell County, Wyoming.

All lots contained in the subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed subject to the following express conditions, provisions, reservations, servitudes and covenants:

1. No lot shall be used except for residential purposes; no structure other than the dwelling shall be used as a residence either permanently or temporarily and all uses shall be compatible with a rural residential neighborhood. No industrial or industrial support uses (including storage of materials) shall be permitted on any lot. No commercial activities are permitted except a business office or a home-type business (such as a photography shop) which may be conducted only so long as it does not become a nuisance, a traffic problem or an inconvenience to neighbors. Any office or business must be operated entirely within the dwelling.

2. No lot shall be further sub-divided. Except as otherwise provided in these covenants, no building shall be

erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two stories in height. Duplexes, 4-plexes, or any other type of multi-family structures are prohibited. All dwellings shall be constructed on site using new materials. Each dwelling shall have a minimum of 1250 square feet of finished living space. Basements, half basements, garages and porches will not be considered in calculating the minimum footage requirement.

A. One attached garage compatible with the dwelling in appearance design and material is permitted. The attached garage shall:

1. Not exceed 800 square feet,
2. Not be higher than the roofline of the house nor the height of the house,
3. Be constructed on footings and foundations which meet United Builder's Code requirements,
4. Have a concrete floor,
5. Have doors or windows covering all openings,
6. Be constructed with new materials, and
7. Not have metal exterior walls or a metal roof.

B. Only the following detached buildings are permitted:

1. ONE detached garage which shall:
 - a. have a concrete floor,
 - b. have no side wall higher than 10 feet from the ground,
 - c. have no part higher than 15 feet from the ground,
 - d. have doors or windows covering all openings,
 - e. be constructed of new materials,
 - f. be compatible in appearance, design and materials with the dwelling and other structures in the subdivision,
 - g. not have metal exterior walls or a metal roof, and

- h. not exceed 1,000 square feet.
- 2. ONE detached garden/tool shed which shall:
 - a. be compatible in appearance with the dwelling and other structures in the subdivision,
 - b. not exceed 8 feet in height, and
 - c. not exceed 120 square feet.
- C. No mobile homes, transportable homes or trailer houses shall be located upon any lot. For purposes of these covenants "mobile home" shall mean any type of structure transported by means of its own or a separate wheel and axle system or having a retractable or detachable wheel system; whether or not such wheels are subsequently removed and whether or not such structure is ultimately set upon a foundation.
- 3. Unoccupied recreational vehicles and travel trailers, boats, utility trailers, horse trailers, or other similar small vehicles are permitted upon lots so long as the total number of such ungaraged vehicles does not exceed three. No lot shall be used to store inoperable or unlicensed cars or trucks unless they are placed within a garage.
- 4. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.
- 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, not to exceed four in number and screened from view from subdivision roads.
- 6. No livestock such as horses, cattle, sheep, swine or goats shall be harbored or maintained upon any lot. This restriction does not pertain to small pets such as dogs and cats that are kept within the confines of the lot. Each lot is limited to five mature cats and three mature dogs.
- 7. No barb or hog wire, or similar type fences except chain link shall be permitted upon any lot. Perimeter and

chain link fences shall not exceed forty-eight inches in height. Privacy fences limited to six feet in height and two hundred feet in total length are permitted.

8. Only two signs shall be permitted on any lot at any one time. No sign shall be in excess of four square feet. No electric, neon or other flashing signs shall be allowed upon any of the lots. (In the event that two signs are in place upon a lot at the same time, one of the signs must be a "for sale" sign.)

These covenants run with the land for a period of twenty (20) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years.

These covenants may be amended by the agreement of the owners of two-thirds of the lots, each lot being allowed one vote regardless of the number of owners.

These covenants supercede all other covenants. In the event that there is a discrepancy between the provisions of these covenants and applicable city zoning codes, the more restrictive provision shall be applied.

In the event any one of these covenants, restrictions or remedies contained herein is invalidated by judgment or court order, the remaining provisions or remedies shall remain in full force and effect.

These covenants shall be binding on all owners of land in this subdivision and their successors in interest, regardless of how the interest is acquired. The covenants are not to be applied retroactively and have no effect on the litigation pending between certain members of the homeowners association under Case # 13161 filed in the District Court in and for Campbell County.

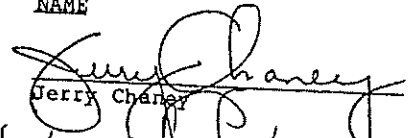
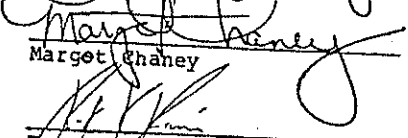
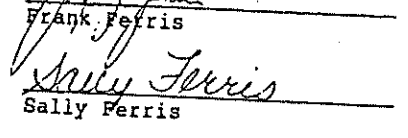

These covenants are imposed pursuant to a general plan for improvement and benefit of the Second Extension of Westridge

Subdivision and are imposed upon all lots in said subdivision as an obligation or charge against the same for the benefit of each and every lot in the subdivision and the owner or owners thereof. Each and every owner of the land in the subdivision and the landowner's association shall have the right to enforce the covenants.

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 a violation or to recover damages, or both. Any person or persons violating these covenants shall be liable for all costs incurred in prosecuting the lawsuit, including a reasonable attorney's fee. The aggrieved party may recover actual damages or, if actual damages cannot reasonably be shown, then liquidated damages in the amount of \$25.00 per day; provided that liquidated damages shall be assessed only from the date of written notice of the violation is provided to the violator until the violation is cured.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictive Covenants for Second Extension of Westridge Subdivision this 14th day of APRIL, 1984.

WESTRIDGE HOMEOWNERS ASSOCIATION

NAME	ADDRESS
 Jerry Chaney	2102 Knollwood Drive Lot 1, Block 1
 Margot Chaney	2102 Knollwood Drive Lot 1, Block 1
 Frank Ferris	2000 Knollwood Drive Lot 2, Block 1
 Sally Ferris	2000 Knollwood Drive Lot 2, Block 1

✓ Kenneth Whites	29 Boxwood Street Lot 1, Block 2
✓ Mary Whites	29 Boxwood Street Lot 1, Block 2
<i>Lewis Hodney</i> Lewis Hodney	2101 Knollwood Drive Lot 2, Block 2
<i>Betty Hodney</i> Betty Hodney	2101 Knollwood Drive Lot 2, Block 2
<i>Lindy Roberts</i> Lindy Roberts	2001 Knollwood Drive Lot 3, Block 2
<i>Kathy J. Roberts</i> Kathy J. Roberts	2001 Knollwood Drive Lot 3, Block 2
Scott Houghton	2004 Meadow Lane Lot 4, Block 2
Marion Houghton	2004 Meadow Lane Lot 4, Block 2
<i>Bradley S. Schofield</i> Bradley Schofield	2008 Meadow Lane Lot 5, Block 2
<i>for Debbie Schofield</i> Debbie Schofield	2008 Meadow Lane Lot 5, Block 2
<i>Dan L. Chaney</i> Dan Chaney	2104 Meadow Lane Lot 6, Block 2
<i>Sue Chaney</i> Sue Chaney	2104 Meadow Lane Lot 6, Block 2
Alvin Rhodes	3003 South Bush Avenue Lot 1, Block 3
Betty Rhodes	3003 South Bush Avenue Lot 1, Block 3
Ronnie Strand	2403 Meadow Lane Lot 2, Block 3
Dale Simonson	2309 Meadow Lane Lot 3, Block 3

<u>Beverly Simonson</u> Beverly Simonson	2309 Meadow Lane Lot 3, Block 3
<u>Jim Hollingsworth</u> Alfred J. Schneider	2305 Meadow Lane Lot 4, Block 3
<u>Beverly D. Schneider</u> Leotta Hollingsworth Beverly D. Schneider	2305 Meadow Lane Lot 4, Block 3
<u>Larry Engdahl</u>	2302 Meadow Lane Lot 5, Block 3
<u>Barbara Engdahl</u>	2302 Meadow Lane Lot 5, Block 3
<u>Edward Wolff</u>	2209 Meadow Lane Lot 6, Block 3
<u>Bob Rogers</u> Bob Rogers	2203 Meadow Lane Lot 7, Block 3
<u>Donna Rogers</u> Donna Marlene Rogers	2203 Meadow Lane Lot 7, Block 3
<u>Gene Ness</u> Gene Ness	2107 Meadow Lane Lot 8, Block 3
<u>Robin Ness</u> Robin Ness	2107 Meadow Lane Lot 8, Block 3
<u>Charles Burney</u>	2403 Knollwood Drive Lot 1, Block 4
<u>Karen Burney</u>	2403 Knollwood Drive Lot 1, Block 4
<u>Michael Reardon</u>	2307 Knollwood Drive Lot 2, Block 4
<u>Joleen Reardon</u>	2307 Knollwood Drive Lot 2, Block 4
<u>Fred Anderson</u> Fred Anderson	2301 Knollwood Drive Lot 3, Block 4
<u>Sandra Anderson</u> Sandra Anderson	2301 Knollwood Drive Lot 3, Block 4

<u>Roderick Halbert</u>	2205 Knollwood Drive Lot 4, Block 4
<u>Pamela Halbert</u>	2205 Knollwood Drive Lot 4, Block 4
<u>Herman Rice</u>	2908 Boxwood Street Lot 5, Block 4
<u>Kelly Hardy</u>	2300 Meadow Lane Lot 6, Block 4
<u>Loretta Hardy</u>	2300 Meadow Lane Lot 6, Block 4
<u>Ronald Jeffress</u>	2310 Meadow Lane Lot 7, Block 4
<u>Lana Jeffress</u>	2310 Meadow Lane Lot 7, Block 4
<u>Larry Kruse</u>	2408 Meadow Lane Lot 8, Block 4
<u>Ronda Kruse</u>	2408 Meadow Lane Lot 8, Block 4
<u>Paul R. Gerrits</u>	2410 Knollwood Drive Lot 1, Block 5
<u>Christina Gerrits</u>	2410 Knollwood Drive Lot 1, Block 5
<u>Gary Braselton</u>	2402 Knollwood Drive Lot 2, Block 5
<u>Laurence Archer</u>	2306 Knollwood Drive Lot 3, Block 5
<u>Debbie Archer</u>	2306 Knollwood Drive Lot 3, Block 5
<u>Merle Wellen</u>	2300 Knollwood Drive Lot 4, Block 5
<u>Marlys Wellen</u>	2300 Knollwood Drive Lot 4, Block 5

~~Elynn Mustard~~
Stephen & Christina Shaw ✓

2208 Knollwood Drive
Lot 5, Block 5

Eugene Rebich

2806 Boxwood Street
Lot 6, Block 5

Kathleen Rebich

2806 Boxwood Street
Lot 6, Block 5

Richard Jarvis

2702 Meadow Lane
Lot 1, Block 6

Ann T. Romano-Jarvis

2702 Meadow Lane
Lot 1, Block 6

David Stewart

2608 Meadow Lane
Lot 2, Block 6

Jackie Stewart

2608 Meadow Lane
Lot 2, Block 6

Stuart Felde

2602 Meadow Lane
Lot 3, Block 6

Linda Felde

2602 Meadow Lane
Lot 3, Block 6

Jonathan Todd

2413 Knollwood Drive
Lot 4, Block 6

Lorri Todd

2413 Knollwood Drive
Lot 4, Block 6

Richard Hopkins

2900 South Bush Avenue
Lot 5, Block 6

Kathleen Hopkins

2900 South Bush Avenue
Lot 5, Block 6

Raymond Mock

2906 South Bush Avenue
Lot 6, Block 6

Kathy Mock

2906 South Bush Avenue
Lot 6, Block 6

Terrence L. O'Brien

2703 Meadow Lane
Lot 1, Block 7

Dorothy O'Brien
Dorothy O'Brien

2703 Meadow Lane
Lot 1, Block 7

Randall S. Shinn
Randall Shinn

2603 Meadow Lane
Lot 2, Block 7

Melvin E. Tarno
Melvin E. Tarno

2509 Meadow Lane,
Lot 3, Block 7

B. M. Tarno
Elsie M. Tarno

2509 Meadow Lane
Lot 3, Block 7

Allan M. Sicks
Allan M. Sicks

2505 Meadow Lane
Lot 4, Block 7

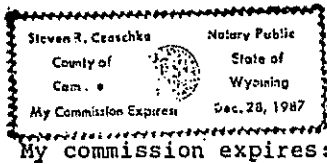
Paula J. Sicks
Paula J. Sicks

2505 Meadow Lane
Lot 4, Block 7

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 9th day of April, 1985 by Jerry Chaney and Margot Chaney, Lewis Hodney and Betty Hodney, Bradley Schofield, Dan L. and Sue Chaney, Bobby Rogers and Donna Rogers, Gene Ness and Robin Ness, Fred Anderson and Sandy Anderson, Pamela Halbert, Larry Kruse, Gary Braselton, Lawrence Archer, Merle Wellen and Marlys Wellen, Jonathan Todd and Lori Todd, Richard Hopkins and Kathleen Hopkins, Raymond Mock and Kathy Mock, Melvin E. Tarno and Elsie M. Tarno and Allan M. Sicks and Paula J. Sicks.

WITNESS my hand and official seal.

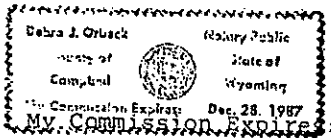


Steven R. Czeschka
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Paul Richard Gerrits on 9/6/84, Randy Shinn on 9/6/84, Christina Gerrits on 9/18/84, Frank Ferris on 9/21/84, Terry O'Brien on 10/5/84, Robert Roberts on 1/4/85, Kathy Roberts on 1/4/85, Sally Ferris on 4/12/85, Beverley Simonson on 5/14/85, Alfred Schneider on 5/14/85, Beverly Schneider on 5/14/85, Dorothy O'Brien on 7/6/85, Ronda Kruse on 7/9/85, Richard Jarvis on 7/11/85, and Ann Jarvis on 7/12/85.

Witness my hand and official seal.



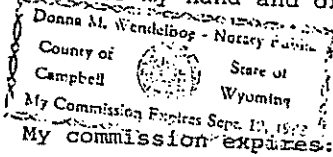
Debra J. Orbeck
Notary Public

STATE OF WYOMING
COUNTY OF CAMPBELL

)
) ss.
)

The foregoing instrument was acknowledged before me
by David Stewart and Jackie Stewart this 15th day
of July, 1985.

WITNESS my hand and official seal.



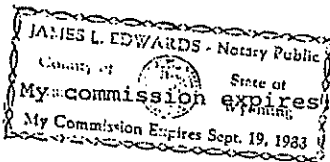
Donna M. Wendelborg
Notary Public

STATE OF WYOMING
COUNTY OF CAMPBELL

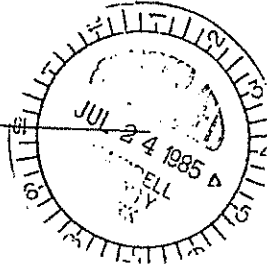
)
) ss.
)

The foregoing instrument was acknowledged before me
by Ronald Jeffress and Lana Jeffress this 22 day
of July, 1985.

WITNESS my hand and official seal.



James L. Edwards
Notary Public



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 24th day of July A.D. 19 85 at 4:46 o'clock P. M. and recorded in Book 826
of Photos on page 146 Fees \$ 35.50

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Helene Martin 568338