

505268

RESTRICTIVE COVENANTS

COULTER, INC., a Wyoming corporation, being the free owner of the property described in Exhibit "A" attached hereto and by reference made a part hereof, hereby makes the following declarations as to limitations, restrictions and uses to which the lots constituting the said declarations shall constitute covenants to run with all of the land described in Exhibit "A", as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of the limitation of all future owners in said subdivision or present owners consenting thereto by their signatures being affixed hereto.

1. No lot shall be used for more than a two (2) family residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot for use by more than two (2) family dwelling nor shall such dwellings exceed two and one-half stories in height.

1. Provided further, a business office or a hometype business, such as a beauty shop, may be located in the dwelling without being a violation. No commercial or industrial type business, however, shall be conducted on said premises.

2. No permanent unit shall be erected on the premises having less than a total square foot area of 850 feet.

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 livestock shall be kept on the lands.

5. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept clean and sanitary.

6. The premises shall, at all times, be maintained in a neat and orderly fashion by the owners.

7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

8. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony or external design with existing structures and location with respect to topography and finish grade elevations. All construction shall be new and no

STATE OF WYOMING } ss.

Campbell County

Filed for record this 16th day of December A.D. 1981 at 9:18 o'clock A.M. and recorded in Book 587
Photos on page 387 Fees \$ 10.00Dorothy A. Ochs
County Clerk and Ex-Officio Register of DeedsRECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

505268

Dorothy A. Ochs

buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line.

9. Party Walls.

a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

10. Building Locations.

a. No building shall be located on any lot nearer to any lot line than the minimum building setback lines provided by City and/or County ordinance restrictions.

b. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction

of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.

13. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

14. Architectural Control Committee. The architectural control committee is composed of the following: Milton L. Coulter, Box 909; Deb Bricker, Box 42; and Darrell Coulter, Box 579; all of Gillette. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties may be effected.

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

DATED THIS 12th day of December, 1981.

COULTER, INC.



Milton L. Coulter
Milton L. Coulter, President

The foregoing instrument was acknowledged before me this 11th day of December, 1981, by Milton L. Coulter and Cheryl Coulter as President and Secretary respectively of Coulter, Inc.

Witness my hand and official seal.



Deb Bricker
Notary Public

EXHIBIT "A"

Phase II, Four J Subdivision, 4th filing, a part of the NW $\frac{1}{4}$ of Section 34, T.50N., R.72W., Campbell County, Wyoming, according to the official plat thereof recorded 9 September 1981 in Book 3 of Plats, page 34 of the records of Campbell County, Wyoming.

