489794

PROTECTIVE COVENANTS FOR COMMERCIAL AND MULTI-FAMILY ZONED LOTS IN WESTOVER HILLS SUBDIVISION, PHASE I

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WYORCO, a Wyoming joint venture, the owner of Westover Hills Subdivision, Phase I, does hereby declare that said property as described in Exhibit "A" attached hereto shall be subject to the following covenants, conditions, and restrictions which shall run with the land and be for the benefit thereof, to-wit:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural and Landscape Control Committee. An Architectural and Landscape Control Committee is hereby established. It shall consist of three members, and shall initially be composed of Dale Fullerton, Darryl Lynde, and Al Paulson. A majority of the Committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the Committee the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing. However, the membership of the Committee after three years from the date of the first sale or when thirty percent (30%) of the lots are sold, whichever comes first, shall be composed of two (2) members of WYORCO and one (1) member from the individual lot owners with selection being

made by an annual vote of all then lot owners. After seventy-five percent (75%) of the lots are sold then the Committee shall be composed of two (2) members from the individual lot owners and one (1) member from WYORCO. WYORCO, as developers, shall be entitled to participate as one (1) member of the Committee so long as it owns one or more lots.

- Section 2. <u>Uses Prohibited Without the Consent of Committee</u>. Unless the Committee has consented in writing, no parts of said property shall be used in any of the following ways:
- (a) As a parking or storage place on a permanent basis for trailers, truck campers, boat trailers, snowmobiles, or other off-road vehicles.
- (b) As a place to raise domestic animals of any kind except for a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.
- (c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.
- (d) For a second dwelling in the nature of guest houses. However, when same ownership and occupied by either employees or relatives of owner, such may be approved by the Committee.
- (e) For fencing except as approved by the Committee.

 Section 3. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the

owners disagree in writing within 10 days of receiving notice of the proposed rules. However, nothing contained herein notwithstanding the function of the Committee is to protect and enhance the architectural integrity of the subdivision and no rules or regulations shall be enforceable

which unduly restrict the lot owner from constructing a residence within the bounds of said architectural integrity.

Section 4. A vote of 50 percent of the lot owners within the subdivision can adopt, amend, or repeal such rules.

Section 5. Building Location and Easements.

- (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line, except that on all lots abutting collector and arterial streest no building shall be located nearer than twenty-five (25) feet respectively to the street property lines of said streets.
- (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.
- (c) In no event shall a building be placed upon a lot in violation of the then existing setback requirements of the City of Gillette in existence at the time of construction.
- (d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. 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 channells 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.

Section 6. Architectural and Landscape Control Committee

Consent. In all cases in which Architectural Control Committee

consent is required the following provisions shall apply:

- a) Material Required to be Submitted. Where consent must be acquired by lot owners or any association of owners from the Architectural and Landscape Control Committee, plot plan, plans, specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrance which requires consent.
- b) Architectural and Landscape Control Committee

 Discretion and Guidelines. The Architectural Control

 Committee may at its discretion withhold consent with respect
 to any proposal if the Committee finds the proposal would be
 inappropriate for the particular lot or incompatible with
 the neighboring property within Westover Hills. Considerations
 such as color, design, view, effect on other lots, disturbance
 of existing terrain and vegetation and any other factor of
 which the Architectural Control Committee reasonably believes
 to be relevant may be taken into account by the Committee in
 determining whether or not to consent to any proposal.
- c) Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5(a) the Committee shall conclusively be deemed to have consented to the proposal.
- (d) Effective Period of Consent. Architectural Control Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time for the Architectural Control Committee.

Section 7. 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 willful 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 thereo 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.

ARTICLE II

RESTRICTION ON USE OF PROPERTY

Section 1. <u>Use and Occupancy of Private Areas</u>. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction and Alterations of Improvements in Private Areas. No person, association, or owner shall construct or reconstruct any improvement on any lot, make any change in any lot, whether by excavation, fill, alteration or existing drainage, or the cutting or removal of vegegation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless such person, association, or owner has first obtained the consent thereto of the Architectural Control Committee.

Section 3. <u>Maintenance of Lots</u>. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

Section 4. Type of Residence. Nothing other than original construction may be constructed on any lot. No mobile home or trailer or other portable unit may be used as a residence.

Section 5. <u>Temporary Structures</u>. Temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period of construction of a dwelling house, however, any such temporary structure shall be removed within 30 days after completion of the dwelling house or one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in those approved structures.

Section 6. Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and common areas in a manner approved by the Architectural Control Committee.

Section 7. <u>Signs</u>. No signs shall be placed or kept on a lot other than a sign 10"x24" of natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs approved by the Committee shall be used to advertise a unit for sale.

Section 8. <u>Utilities</u>. No above-ground utilities, or open ditches, pipes, or wires shall be used to connect improvements with supplying facilities.

- Section 9. <u>Restrictions</u>. Unless the Committee has consented in writing to a variation, the following restrictions apply:
- a) All driveways must be composed of concrete, or asphalt. Only one driveway shall be permitted per lot except circular driveways will be permitted where practical.
- b) All landowners must comply with the laws and regulations of the State of Wyoming, County of Campbell, and any municipality, applicable to fire protection, building constructions, water sanitation, and public health.
- c) No more than 12 months construction time shall elapse for the completion of a permanent dewlling.
- d) No motorized vehicles other than automobiles may be operated on the property in the project.
 - e) No firearms shall be discharged upon the property.

ARTICLE III

GENERAL PROVISION

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants

shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. <u>Enforcement</u>. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages and may be brought by any property owner in the subdivision.

Section 3. <u>Severability</u>. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED this 17th day of December, 1980.

by James Theedt

STATE OF WYOMING) ss.

The above and foregoing instrument was acknowledged to before me this pt day of Valenta, 1980.

WITNESS my hand and official seal.

My Commission Expires:

1

EXHIBIT "A"

MULTI-FAMILY LOTS IN WESTOVER HILLS SUBDIVISION, PHASE I

- R-2 Lots

BLOCK 10: Lots 1 to 6, inc. BLOCK 11: Lot 1

R-3 Lots

BLOCK 6: Lots 1 to 8, inc. BLOCK 7: Lots 1 to 5, inc. BLOCK 8: Lots 1 to 4, inc.

R-4 Lots

BLOCK 5: Lots 1, 2 and 3

Campbell County

State Of WYOMING

Campbell County

Filed for record this 15th day of December

A. D., 180 at 9:42 o'clock A M. and recorded in Book 536

Of Photos on page 34 Fees 20.25

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County Clerk and Ex-Officio Register of Deeds

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DISCLUSURE STATEMENT Book 574 of Photos, Page 504

ON HAZARDS ASSOCIATED WITH THE

RESUBDIVISION OF LOTS 1 AND 2, BLOCK 5,

WESTOVER HILLS SUBDIVISION TO THE

CITY OF GILLETTE, WYOMING

A portion of the land within this Resubdivision has been identified as containing soils which may be hazardous for construction of structures. Special procedures are required for construction on these lots. Further information can be obtained from the report from Cooper-Clark and Associates, dated July 21, 1981 which is on file here and at the City of Gillette Engineering and Building Inspection Office.

This Disclosure Statement prepared by Michael G. McDill this 24th day of July, 1981.

Michael C, McDivi Wyoming RE No. 2672

STATE OF WYORING

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Michael G. McDill, this <u>2 %</u> day of <u>Gulla</u>, 1981.

Witness my hand and official seal.

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Bonnie I. McHill
Notary Public

My Commission expires: 5-3-53

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AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Lots 9A-H & 10A-H, Block 5C WESTOVER HILLS I

WHEREAS, the following described property is subject to a Declaration of Covenants, Conditions and Restrictions dated 1 September 1982 and recorded in Book 702 of Photos, Page 85 of the Office of the Clerk in and for Campbell County, Wyoming;

The Resubdivision of Lot 3 of Block 5, Westover Hills Subdivision, Phase I, excluding Lots 5 and 8 of Block 5D;

and,

WHEREAS, the present owners of the property described in the Declaration of Covenants, Conditions and Restrictions wish to amend the Declaration;

IT IS THEREFORE AGREED that the Declaration of Covenants, Conditions and Restrictions shall be amended to read as follows:

1. Article III, Section 4, Other Structures, shall be amended to read as follows:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a one (1) ton pickup, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage except as detailed hereinafter.

Article VI, Declaration for Street Maintenance, shall be amended as follows:

It shall hereinafter be entitled "Declaration for Street Maintenance and Outside Maintenance".

3. Article VI, Section 2, Purpose of Assessments, shall be amended to read as follows:

The assessments levied by the Association shall be used exclusively to maintain the private access roads for the health, safety and welfare of the residents in the properties and to provide exterior maintenance for the structures located upon the lots within the description of property previously described in this Declaration of

Covenants, Conditions and Restrictions.

4. Article VI, Section 3, Maximum Annual Assessments, shall be amended to read as follows:

The annual assessments shall be set by the Board of Directors at each annual meeting of the Association and Board of Directors. The annual assessment shall be reviewed and established by a vote of two-thirds of the members who are voting in person or by proxy at the annual meeting.

DATED this 8th day of fully, 1992.

MYRON S. BJORNSTAD

3332 W. Georgia Circle, Apt. 2

Gillette, WY 82716

Lot 9H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover

Hills Subdivision, Phase I, Campbell County, Wyoming

RICHARD A. WERTEMBERGER

Box 3226

Gillette, WY 82717

Lots 9E and 9G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

LAWRENCE F. SUCHOR

TANYA SUCHOR

2020 Schoonover Road Gillette, WY 82716

Lot 9F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

BARRY J. SONNEK

2015 Autumn Court Gillette, WY 82716

Lots 9D and 10F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Covenants, Conditions and Restrictions.

4. Article VI, Section 3, Maximum Annual Assessments, shall be amended to read as follows:

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DATED this day of	· 1992.
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John A. Clahar	
RICHARD A. WERTENBERGER	•
Box 3226	
Gillette, WY 82717	
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Wyoming	

Book 1226 of Photos, Page 439

ERIK JOHNSRUD 410 Richards

82716

Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block Gillette, WY 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

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ESTHER ELIZABETH DOWNS

VERNON C. DOWNS

5805 Eastside Drive Black Hawk, SD 57718

Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover

Hills Subdivision Phase I, Campbell County, Wyoming

TIMOTHY CRAIG LINDSEY

BRENDA LYNN LINDSEY

Mahomet, IL Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

CRAIG ALLEN WILLOUGHBY 3338 West Georgia Circle #7 & 8

Gillette, WY 82716

Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westoyer

Hills Subdivision Phase I, Campbell County, Wyoming

JANACE BISHOP

RANCE BISHOP P.O. Box 13

Gillette, WY 82717 Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County,

ERIK JOHNSRUD 410 Richards

Gillette, WY 82716

Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

VERNON C. DOWNS

ESTHER ELIZABETH DOWNS

5805 Eastside Drive

Black Hawk, SD 57718

Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Mahomet, IL Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

CRAIG ALLEN WILLOUGHBY

3338 West Georgia Circle #7 & 8

Gillette, WY 82716

Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westoyer

Hills Subdivision Phase I, Campbell County, Wyoming

RANCE BISHOP

P.O. Box 13

Gillette, WY 82717

Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

ERIK JOHNSRUD

SUZANNE JOHNSRUD

410 Richards

Gillette, WY 82716

Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

VERNON C. DOWNS

ESTHER ELIZABETH DOWNS

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RANCE BISHOP

JANICE BISHOP

P.O. Box 13

Gillette, WY 82717 Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Gillette, WY

Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

STATE OF WYOMING)) ss. COUNTY OF CAMPBELL)
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this day of Other, 1992 by Lawrence A. and Tanya Suchor, husband and wife.
WITNESS my hand and official seal.
Revel Bills
My commission expires:
STATE OF WYOMING)
COUNTY OF CAMPBELL)
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this who day of the conditions, 1992 by Barry J. Sonnek.
WITNESS my hand and official seal. JAMES EDWARDS EDJARY PUBLIC
My commission expires: Notary Public
STATE OF WYOMING)
COUNTY OF CAMPBELL)
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworm to

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this day of the day o

WITNESS my hand and official seal.

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Mr. Commission | Lauren Boy L. 1994

My commission expires:

Notary Public

STATE OF WYOMING)					
COUNTY OF CAMPBELL)					
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this					
MY commission expires:					
STATE OF WYOMING)					
COUNTY OF CAMPBELL)					
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this Man day of Alli 1992 by Suzanne Johnsrud.					
County of Campbell State of Wyr ng The Commission expires: With Commission expires:					
STATE OF					
COUNTY OF) ss.					
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this day of, 1992 by Esther Elizabeth Downs.					
WITNESS my hand and official seal.					
My commission expires:					

STATE OF WYOMING) ss.
COUNTY OF CAMPBELL)
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this
WITNESS my hand and official seal. Reference of the seal of the s
STATE OF WYOMING) SS. COUNTY OF CAMPBELL)
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this day of the condition of the Declaration of the
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COUNTY OF PRANTED) EE.
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this ASIA day of
WITNESS my hand and official seal.
Thond Von Coll Notary Public

STATE OF WYOMING)) ss. COUNTY OF CAMPBELL)
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this (M) day of (D) (1992 by Thomas J. Stein and Karen L. Stein, husband and wife.
WITNESS my hand and official seal. ROLL BULL Notary Public
My commission expires:
STATE OF WYOMING)) ss. COUNTY OF CAMPBELL) The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this day of Milmoli, 1992 by Craig Allen Willoughby.
WITNESS my hand and official seal. JAMES L EDWARDS - MOTARY PUBLIC
STATE OF WYOMING)) ss. COUNTY OF CAMPBELL)
The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this Amendment to the Declaration of Covenants, Conditions and Subscribed

WITNESS my hand and official seal.

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My commission expires:

STATE OF WYOMING)		Book 1226 of Photos, Page 437
COUNTY OF CAMPBELL)	SS.	
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