

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

COMES NOW HERMAN COLE, DARRYL LYNDE and DOUGLAS T. MARQUISS
of Gillette, Wyoming, being the owners of the following
described real property, to-wit:

Township 52 North, Range 73 West, 6th P.M.
Campbell County, Wyoming

Section 25: W1/2 W1/2

Section 26: N1/2 S1/2, S1/2 N1/2 SE1/4 SE1/4

Section 27: NE1/4 SE1/4

hereby make the following declarations as to limitations,
restrictions, and uses to which said land may be put and
hereby specifies that such declarations which constitute
covenants, conditions and restrictions to run with the land
and shall be binding on all parties and all persons claiming
under them and for the benefit of and limitations on all
future owners, this declaration of restrictions being
designed for the purposes of keeping the subdivision desirable
for the uses as specified herein:

1. No building shall be erected, placed, or permitted
on the premises, other than two detached single or dual
family dwelling not to exceed two and one-half stories in
height and a private garage for not more than 3 cars.
2. No basement, tent, shack, garage, barn or other
out building shall at any time be used as a residence,
temporarily or permanently, nor shall any structure of a
temporary character be used as a residence.
3. Provided that any tract or lot may also have a barn,
roping arena or structure for the use of livestock, so

long as the same is built and maintained in a manner to conform to construction on other adjoining tracts or lots and not depreciate the use or value of the other tracts in the above-described area.

4. No more than two swine or goats shall be kept or allowed upon the lands at any time, and no commerical feed lots for confined feeding shall be allowed or permitted.

5. No junk vehicles, auto wrecking yards, salvage yards or storage of unused automobiles shall be allowed or permitted. All garbage, trash and other debris of any type or nature shall be promptly hauled off the premises and shall not be allowed to accumulate. However, a sanitary land fill which is out of sight of all adjoining property shall be allowed in accordance of the laws, rules and regulations of the State of Wyoming.

6. No signs shall be erected which may be more than six square feet.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.

8. All fences shall be as provided by the laws of the State of Wyoming.

These covenants are to run with the land and shall be binding on all parties and their successors for a period of twenty-five (25) years from April 1, 1976, 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 subject lands has been recorded agreeing to change said covenants in whole or in part. These covenants may be amended or altered at any time upon the written approval of the then owners of 100 per cent of the above-described property. Any owner shall have the right to maintain an action against the person

or persons violating said covenants to seek injunctive relief in which event the Defendant, if found in violation of these covenants, shall pay all costs of maintaining such suit, including a reasonable attorney fee, and shall, furthermore, pay as liquidated damages to the Plaintiff the sum of \$100.00 per day said violations occurred. No such suit shall be maintained until written notice has been given to the alleged violator, and the alleged violator shall then have ten (10) days within which to cure and correct said defect.

In validation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

DATED This 27th day of September, 1976.

STATE OF WYOMING 4126.93
as.
Campbell County
Filed for record this 4th day of November
A. D. 1976 at 1:18 o'clock P. M. and re-
corded in Book 359 of Photos
on page 314. Secs. 6.50 RECORDED
Herman Cole, abstractor
County Clerk and Ex-Officio Register of Deeds
By Dorothy Cole
Deputy

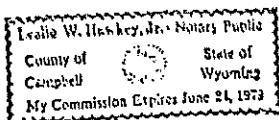
HERMAN COLE and Herman Cole as
attorney in fact for Lucille Cole

DARRYL LYNDE

DOUGLAS T. MARQUISS

STATE OF WYOMING
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me
this 27th day of September, 1976 by HERMAN COLE, DARRYL LYNDE
and DOUGLAS T. MARQUISS.



NOTARY PUBLIC

DECLARATION

513665

OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE BREDTHAUER-WEST SUBDIVISION

COMES NOW CHARLES E. BREDTHAUER and CINDY S. BREDTHAUER, of Gillette, Wyoming, being the owners of the following described real property, to-wit:

Township 52 North, Range 73 West, 6th P.M.
Campbell County, Wyoming

Section 26: NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Also described as Bredthauer-West Subdivision
Lots 1-14

and in order to establish a general plan for improvements and development of the property, Charles E. Bredthauer and Cindy S. Bredthauer, hereinafter called the declarants desire restrictions upon and subject to which all the property shall be held, improved and conveyed.

Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the property and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and which are not intended to be merely personal.

DURATION OF THE COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a perpetual length of time from the date these covenants are recorded. No change shall be allowed to these covenants unless an instrument signed by seventy five percent (75%) of the owners of the lots has been recorded agreeing to the change of said covenants in whole or in part. Any owner shall have the right to maintain an action against the person or persons violating such covenants to seek injunctive relief, or damages. The defendant, if found in violation of these covenants, shall pay all costs of

Book 620 of Photos, page 58

maintaining such suit including a reasonable attorneys fee, and shall furthermore pay as liquidated damages to the plaintiff the sum of \$100.00 per day said violations occur. No such suit shall be maintained until written notice has been given to the alleged violator(s) and the alleged violator(s) shall then have ten days within which to cure and correct said defect.

Invalidation of any one or more of the covenants or conditions hereof by a Court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

RESTRICTIONS UPON USE

A) QUALITY OF DWELLINGS

The property included within the Bredthauer-West Subdivision shall be used for single family residential purposes only. Any building constructed or erected thereon shall be of a design and quality of construction so as to maintain a good appearance. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, materials and outward appearance, and a written permit issued therefor.

The Architectural Control Committee to be comprised of three persons selected by the undersigned Developer. 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 the full authority to designate a successor.

B) DWELLING SIZE

1. No buildings shall be erected, placed, or permitted on the premises, other than one single family dwelling not to exceed two and one-half stories in height and a private garage for not more than 3 cars.

2. Provided however that 2 mobile homes may be placed on a five acre tract. All such mobile homes shall be skirted and shall be of good outward appearance so as not to depreciate the

value of the land, and shall be approved by the architectural committee prior to their being placed on a lot.

3. Provided, however, that any tract or lot may also have a barn, roping arena or structure for the use of livestock, so long as the same is built and maintained in a manner to conform to construction on other adjoining tracts or lots and not depreciate the use or value of the other tracts in the above-described area.

4. No basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character other than a mobile home as previously described be used as a residence or otherwise.

C) PETS AND OTHER ANIMALS

No more than two swine or goats shall be kept or allowed upon the lands at any time, other animals shall be allowed, however no commercial feed lots for confined feeding shall be allowed or permitted, nor shall any commercial animal husbandry be allowed.

In the event dogs are kept on the property, the owner shall insure they are restrained to his lot.

D) CONDITION OF PROPERTY

1. No junk vehicles, auto wrecking yards, salvage yards or storage of unused automobiles shall be allowed or permitted. All garbage, trash and other debris of any type or nature shall be contained in a clean and sanitary facility and shall be removed not less than twice a month.

2. No signs shall be erected which may be more than six square feet in size.

3. The owner of each lot shall insure that weeds are cut prior to July 15th of each year if necessary.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.

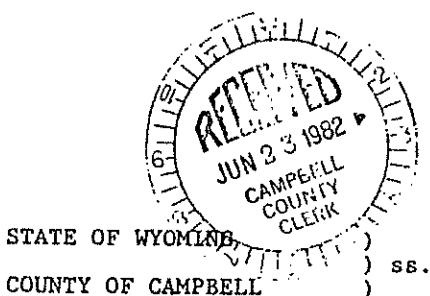
5. No lot or lots owner shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet of other owners or occupants of any other lot.

6. The owner of any interest in any lot or of any lots whether by warranty deed or contract is hereby prohibited from selling a portion of a lot or lots to a third party so as to create a new legal description of any lot or lots.

7. No part of the residential properties shall ever be used or caused to be used for any commercial business, manufacturing, mercantile storing, vending or such other non-residential purposes including but not limited to stores, shops, repair shops, storage facilities or repair garages, restaurants, dance halls, or other public places of amusement.

8. Any electrical lines, phones lines and the like installed by buyers of lots shall be placed underground.

DATED this 23 day of June, 1982.



Charles E. Bredthauer
CHARLES E. BREDTHAUER

Cindy S. Bredthauer

Charles E. Bredthauer Attorney-in-Fact
LEALAND WEST by Charles E. Bredthauer
Attorney-in-Fact

The foregoing instrument was acknowledged before me this 23 day of June, 1982, by Charles E. Bredthauer and Cindy S. Bredthauer.

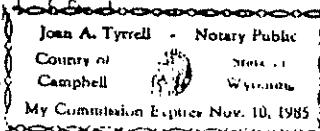
Witness my hand and official seal.

C. Tyrrell
Notary Public

My Commission Expires: Nov. 10, 1985

STATE OF WYOMING

COUNTY OF CAMPBELL



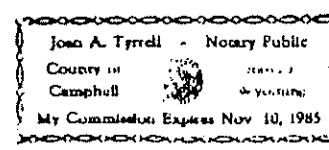
The foregoing instrument was acknowledged before me this 23 day of June, 1982, by Charles E. Bredthauer as an individual and as Attorney-in-fact for Lealand West.

Witness my hand and official seal.

C. Tyrrell
Notary Public

My Commission Expires:

Nov 10, 1985



STATE OF WYOMING

Campbell County

Filed for record this 23rd day of June

A.D. 1982 at 2:46 o'clock P.M. and recorded in Book 620

of Photos on page 1

for Charles E. Addison

Fee \$ 10.00

3665

OF

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE BREDTHAUER SUBDIVISION

COMES NOW CHARLES E. BREDTHAUER and CINDY S. BREDTHAUER, of Gillette, Wyoming, being the owners of the following described real property, to-wit:

Township 52 North, Range 73 West, 6th P.M.
Campbell County, Wyoming

Section 26: SE $\frac{1}{4}$ NE $\frac{1}{4}$

and in order to establish a general plan for the improvements and development of the property, Charles E. Bredthauer and Cindy S. Bredthauer, hereinafter called the declarants desire restrictions upon and subject to which all the property shall be held, improved and conveyed.

Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the property and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure the benefit of each owner thereof, and which are not intended to be merely personal.

*DURATION OF THE COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a perpetual length of time from the date these covenants are recorded. No change shall be allowed to this covenants unless an instrument signed by seventy five percent (75%) of the majority of the owners of the lots have been recorded agreeing to the change of said covenants in whole or in part. Any owner shall have the right to maintain an action against the person or persons violating such covenants to seek injunctive relief, or damages in which prevent the defendant

if found in violation of these covenants shall pay all costs of maintaining such suit including a reasonable attorneys fee, and shall furthermore pay as liquidated damages to the plaintiff the sum of \$100.00 per day said violations occur. No such suit shall be maintained until written notice has been given to the alleged violators and the alleged violators shall then have ten days within which to cure and correct said defect.

In validation of any one or more of the covenants or conditions hereof by a Court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

RESTRICTIONS UPON USE

A) QUALITY OF DWELLINGS

The property included within the Bredthauer Subdivision shall be used for single family residential purposes only. Any building constructed or erected thereon shall be of a design and quality of construction as to maintain a good appearance. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, materials and outward appearance, and a written permit issued therefor.

The Architectural Control Committee to be comprised of three persons selected by the undersigned Developer. 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 the full authority to designate a successor.

B) DWELLING SIZE

1. No buildings shall be erected, placed, or permitted on the premises, other than one single dwelling not to exceed two and one-half stories in height and a private garage for not more than 3 cars. No dwelling shall be permitted on any lots on which the area of the main structure, exclusive of porch and garage shall be less than 1200 sq. ft. of finished living area.

2. Provided, however, that any tract or lot may also have a barn, roping arena or structure for the use of livestock, so long as the same is built and maintained in a manner to conform to construction on other adjoining tracts or lots and not depreciate the use or value of the other tracts in the above-described area.

3. No basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

4. No mobile homes shall be erected, placed or permitted on the premises. For purposes of this section, mobile homes shall be described as any structure which presently or in the past has been designed so as to have a tongue or wheels so as to facilitate the moving of such structure.

C) PETS AND OTHER ANIMALS

No more than two swine or goats shall be kept or allowed upon the lands at any time, and no commercial feed lots for confined feeding shall be allowed or permitted, nor shall any commercial animal husbandry be allowed.

D) CONDITION OF PROPERTY

1. No junk vehicles, auto wrecking yards, salvage yards or storage of unused automobiles shall be allowed or permitted. All garbage, trash and other debris of any type or nature shall be contained in a clean and sanitary facility and shall be removed not less than twice a month.

2. No signs shall be erected which may be more than six square feet in size.

3. The owner of each lot shall insure that weed are cut prior to July 15th of each year if necessary.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.

5. No lot or lots owner shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet of other owners or occupants of

6. The owner of any interest in any lot or of any lot whether by warranty deed or contract is hereby prohibited from selling a portion of a lot or lots to a third party so as to create a new legal description of any lot or lots.

7. No part of the residential properties shall ever be used or caused to be used for any commercial business, manufacturing, mercantile storing, vending or such other non residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement.

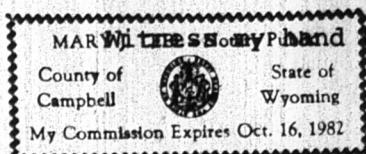
DATED this 14th day of May, 1981.

Charles E. Bredthauer
CHARLES E. BREDTHAUER

Cindy S. Bredthauer
CINDY S. BREDTHAUER

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 14th day of May, 1981, by Charles E. Bredthauer and Cindy S. Bredthauer.



Mary J. Tee
Notary Public

My Commission Expires: 10-16-82

STATE OF WYOMING

ss.
Campbell County 19th day of May 81 at 11:16 A.M. and recorded in Book 556
Filed for record this day of 1981 at o'clock A.M. and recorded in Book 556
of Photos on page 56 Fees \$ 10.00

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

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

By Deputy

496134
Dorothy Ochs



Book 1479 of Photos, Page 70

**INSTRUMENT TO AMEND
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE BRETHAUER SUBDIVISION**

We the owners of lots located in the BREDTHAUER SUBDIVISION wish to amend the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BREDTHAUER SUBDIVISION, as recorded in Book 556 of Photos, Page 56-59, as follows.

We wish to REMOVE item number 4, under subsection B) DWELLING SIZE, under the Main section titled RESTRICTIONS UPON USE.

Item number 4, which is to be removed, reads as follows:

No mobile homes shall be erected, placed or permitted on the premises. For purposes of this section, mobile homes shall be described as any structure which presently or in the past has been designed so as to have a tongue or wheels so as to facilitate the moving of such structure.

Executed this 5th day of May A.D., 1998 by: Owners:

Charles E. Bredthauer
Charles E. Bredthauer

Gene Ordell Allen
Gene Ordell Allen

Jim Haney
Jim Haney

Cindy S. Bredthauer
Cindy S. Bredthauer

Kelly Ann Allen
Kelly Ann Allen

Tom Barker
Tom Barker, Owner of Centennial Engineering

STATE OF WYOMING)
COUNTY OF CAMPBELL,) ss.

The foregoing instrument was acknowledged before me this 14 day of April, 1998,
by Charles E. Bredthauer and Cindy S. Bredthauer.

Witness my hand and official seal.



Macy F. G. H. J.
Notary Public

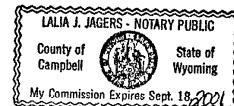
My Commission Expires:

Jan. 18, 2001

STATE OF WYOMING)
COUNTY OF CAMPBELL) SS.

The foregoing instrument was acknowledged before me this 4th day of May, 1998,
by Gene Ordell Allen.

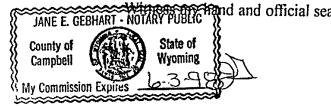
Witness my hand and official seal.



Book 1479 of Photos, Page 71

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.
)

The foregoing instrument was acknowledged before me this 14 day of April, 1998,
by Kelly Ann Allen.



Jane E. Gebhart
Notary Public

My Commission Expires: June 3, 1998

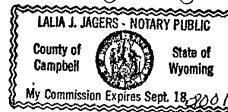
STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.
)

The foregoing instrument was acknowledged before me this 20th day of April, 1998,
by Jim Haney.

Witness my hand and official seal.

Lilia J. Jagers
Notary Public

My Commission Expires: Sept 18, 2001



STATE OF WYOMING
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me this 20 day of April, 1998,
by Tom Barker.

Witness my hand and official seal.



Lori A. McDuffie
Notary Public

My Commission Expires: August 14, 2000

STATE OF WYOMING) ss.
Campbell County)

Filed for record this 5th day of May A.D. 1998 at 10:16 o'clock A.M. and recorded in Book 1479
of Photos on page 70-71 Fees \$ 8.00 731547
Susan Henders
County Clerk and Ex-Officio Register of Deeds