

138073

RECORDED	<i>May 11</i>	1973	9:45A
IN BOOK	<i>28</i>	MISS.	PAGE <i>663</i>
FEES \$	<i>6.00</i>	<i>Ann R. Clark</i>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.			

AMENDED
PROTECTIVE COVENANTS

By John J. Gake Deputy

WHEREAS, the undersigned declarant is the sole owner of certain real property located in Sublette County, more particularly hereinafter described; and

WHEREAS, the undersigned intends to subdivide said land into smaller tracts and resell the same; and

WHEREAS, the declarant wishes to place certain restrictive covenants upon the land, the purpose of which is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the natural environment and protect the ecology of the area, and thereby to secure to the present owner and to each tract owner the full benefit and enjoyment of his respective tract; and

WHEREAS, the declarant desires that this instrument shall define the restrictions upon said land and shall later be incorporated by reference in the deeds to persons purchasing tracts with said restrictions thereby intended to apply thereto and to run with the land through subsequent transactions;

NOW, THEREFORE, Know All Men By These Presents, that the land to which these restrictions apply is located in Sublette County, Wyoming, and is more particularly described as follows: to-wit:

T. 38 N., R. 110 W., 6th P. M. Sublette County, Wyoming
Section 26: SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ excepting a 10 acre parcel out of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ being more specifically described as follows: Beginning at a point 660 feet west of the quarter corner brass cap along the south line of Section 26, T. 38 N., R. 110 W., thence 660 feet west along the south line of said Section 26 to the southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, thence 1320 feet north along the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 26 to the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, thence S 30° E. 1473.6 feet, more or less to the point of beginning.

Section 35: E $\frac{1}{2}$

FURTHER, Know All Men By These Presents that all of the

above described land is subject to the following restrictions, to-wit:

1. Except for that small dude operation to be permitted upon approximately twenty (20) acres to be conveyed to Harold Reach, all lands covered by these restrictions shall be used for residential purposes only, and no other commercial activity shall be conducted or permitted thereon.

2. Except for the above described dude operation which shall be allowed to construct guest cabins, no structure shall be erected, placed or permitted to remain on any tract, other than single family dwellings, garage buildings, stables and other structures incidental to single family residential use of the tract.

3. No building may be built with tar paper or asphalt materials. No building may have visible exterior covering of cement, cinder block, or unpainted metal. All Buildings shall have exterior colors and finish that shall conform with and be in harmony with the natural surroundings.

4. No outside toilets will be permitted, except for a period not to exceed ninety (90) days during the construction of a permanent dwelling house. Any outside toilet used will be placed so as to be fully screened from all public roadways and shall be removed, torn down and made sanitary at the end of the ninety-day period, provided, however, that the use of outside vaulted chemical toilets when constructed so as to not permit pollution of underground or surface water and when screened from all public roadways, shall be permitted.

5. Mobile homes, trailer houses and tent camps may be located upon a tract for a period not to exceed one (1) year, provided that no such mobile home, trailer or tent shall be parked or located thereon unless the owner is at the same time undertaking the construction of a permanent dwelling house.

6. At such time as a permanent dwelling house is built upon the tract, each owner shall be required to construct underground sanitation facilities in conformity with the laws of the State of Wyoming, or chemical toilets as above set out, and the same shall

be placed upon each tract so as not to create any unsafe condition or create any nuisance to owners of adjoining tracts.

7. Except on tracts which may contain uncontaminated springs, all water for domestic and culinary purposes shall be drawn from drilled wells. Nothing herein contained shall be construed to prevent owners of tracts from constructing common water or sanitation facilities by private agreement, so long as the same meet with these requirements and the sanitation laws of the State of Wyoming.

8. No tract shall be cut up into more than one tract. It is the intention of this provision that no tract shall be less than ten (10) acres in size.

9. The owner of each tract shall be responsible for erecting and maintaining a fence and gates around his respective tract if he desires to prevent the trespass of cattle or other livestock grazing or being ridden in the area.

10. No owner shall allow debris, trash, rubbish, or any material of unsightly appearance to remain upon his tract.

11. Notwithstanding any laws of the United States of America or of the State of Wyoming, no owner of any lot, members of his family, or guests shall at any time attempt the killing or capturing of any wild animals or wild birds upon any tract of land.

12. No explosives, guns, firecrackers or other noise-making devices shall be discharged upon any tracts.

13. Horses are permitted on each tract, provided that no more than four (4) horses shall be allowed for each tract where the horses are maintained.

14. Except for the dude operation described in Paragraphs 1 and 2, there shall not exist on any tract at any time, more than one single family dwelling.

15. The elevation of a tract, or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade of surrounding tracts. No timber, rock, gravel, clay or other material shall be removed from any tract.

16. No cattle, swine, goats, poultry or fowl shall be kept or permitted on any tract.

17. There are hereby reserved to declarant, for the purposes of having adequate bridle paths, roadways and utility easements to serve each tract, a perpetual easement thirty-three (33) feet in width along each edge of the hereinabove described tract, for the purpose of erecting, constructing and maintaining bridle paths, roadways and public utility facilities, both underground and overhead. Declarant hereby reserves the right to change, lay out a new, or discontinue any roadway, bridle path or utility easement, in its sole discretion, that would be beneficial in serving any tract. All claims for damages, if any, arising out of the construction, maintenance and repair of roadways, bridle paths and utilities, or on account of temporary or other inconvenience caused thereby against the declarant or any utility company or any of their agents or servants are hereby waived by grantees hereof.

18. All roads constructed on any tract shall be constructed so far as practical to conform to the topography of the tract and not be visible to adjoining tracts.

19. Declarant further reserves an easement along the stream edge for the benefit and use of all tract owners for the purposes of recreation and further reserves a right of ingress and egress to said stream edge through tract adjacent thereto.

20. Wildlife being an integral part of the aesthetic value of the land herein described, no tract owner nor guests of any lot owner shall harass, chase or cause said wildlife to be removed from said land, provided, however, this provision shall not prevent tract owners from fencing their own tract even though said fence would not allow for wildlife to cross said tract.

Said Protective Covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the subsequent owners hereof, his heirs, executors, administrators and assigns, and are imposed upon the realty described herein as an obligation and charge against the same for the benefit of the declarant and the owners of each adjoining tract, their successors and assigns, and as a general plan for the benefit

of said tract and all other tracts.

If the owner of any tract conveyed by declarant, or its heirs or assigns, shall violate any of the covenants or conditions hereinabove set forth, it shall be lawful for the declarant or any other person owning a tract to prosecute at law or in equity against the person or persons violating any of the covenants or conditions, and either to prevent him from doing so, or to recover damages, including costs and reasonable attorneys fees, for such violation, or both.

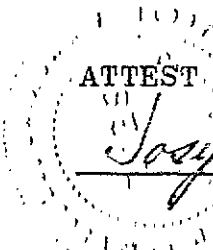
Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, REDSTONE CORPORATION has set its seal and the hand of its officers this 7th day of May, 1973.

REDSTONE CORPORATION

By Harold Reach
President

ATTEST SEAL:



Joseph R. Nickle
Secretary

* * *

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 7th day of May, 1973, before me personally appeared Harold Reach to me personally known, who, being by me duly sworn, did say that he is the President of REDSTONE CORPORATION and that the seal affixed to above instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Harold Reach acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 7th day of May, A. D. 1973.

My Commission Expires of
Sublette Wyoming
My Commission Expires April 22, 1974

Donna E. Sievers
Notary Public

