

# Reservations and Restrictive Covenants

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## *to Upper Little Warm Spring Creek Subdivision*

Know All Men By These Presents:

Warm Springs, Inc. a Wyoming corporation, fee owner of the following described real property, located in Fremont County, Wyoming:

A tract of land located in the south half (S½) and the southeast quarter of the northeast quarter (SE¼, NE¼) of said Section 9, the west half (W½) and the north half of the northeast quarter (N½, NE¼) of Section 10, and the south half of the southeast quarter (S½, SE¼) of Section 3, Township 41 North, Range 107 West, of the Sixth Principal Meridian; Fremont County, Wyoming, more particularly described as follows:

Beginning at the southwest corner of Section 9, Township 41 North, Range 107 West, of the Sixth Principal Meridian; Fremont County, Wyoming, and considering the west line of said Section 9 to bear north 00°, 59' 03" West with all bearings contained herein relative thereto;

thence North 00°, 59' 03" West along the west line of said Section 9 a distance of 2650.07 feet to a point on the north line of the southwest quarter (SW¼) of said Section 9;

thence North 88°, 56' 01" East along the north line of the southwest quarter (SW¼) of said Section 9, a distance of 2628.03 feet to the northeast corner of the southwest quarter (SW¼) of said Section 9;

thence continuing North 88°, 56' 01" East along the north line of the southeast quarter (SE¼) of said Section 9, a distance of 1324.00 feet to the southwest corner of the southeast quarter of the northeast quarter (SE¼, NE¼) of said Section 9;

thence North 00°, 58' 43" west along the west line of the southeast quarter of the northeast quarter (SE¼, NE¼) of said Section 9, a distance of 1320.91 feet to the, northwest corner of the southeast quarter of the northeast quarter (SE¼, NE¼) of said Section 9;

thence North 88°59'36" East along the north line of said southeast quarter of the northeast quarter (SE¼, NE¼) of said Section 9, a distance of 1320.70 feet to the northeast corner of the southeast quarter of the northeast quarter (SE¼, NE¼) of said Section 9;

thence North 01° 07' 18" West along the west line of Section 10, a distance of 1319.54 feet to the northwest corner of said Section 10;

thence North 89° 37' 41" East along the north line of said Section 10 a distance of 2639.82 feet to the north quarter corner (N¼COR) of said Section 10;

thence North 00° 29' 34" West along the west line of the southwest quarter of the southeast quarter (SW¼SE¼) of Section 3 a distance of 1319.96 feet to the northwest corner (NWCOR) of said southwest quarter of the southeast quarter (SW¼SE¼) of said Section 3;

thence North 89° 36' 50" East along the north line of the south half of the southeast quarter (S½,SE¼) of said Section 3 a distance of 2652.14 feet to the northeast corner (NECOR) of said south half of the southeast quarter (S½,SE¼) of said Section 3 ;

thence south 00° 02' 30" West a distance of 41.14 feet;

thence South 87° 47' 43" West a distance of 642 .10 feet;

thence South 17° 18' 50 West a distance of 2713.06 feet;

thence South 89° 43' 32" west along the southline of the northwest quarter of the northeast quarter (NW¼NE¼) of Section 10 a distance of 1179.96 feet to the southwest corner (SWCOR) of said northwest quarter of the northeast quarter (NW¼NE¼) of said Section 10;

thence South 00° 30' 24" East along the east line of the west half (W½) of said Section 10 a distance of 3611.35 feet to the northeast corner (NECOR) of Little Warm Springs Creek No. 1 Subdivision,

a subdivision as recorded in the records of Fremont County, Wyoming; continuing along the northerly and westerly boundary of said Little Warm Springs Creek No. 1 Subdivision by the following twenty (20) courses:

1. North 83° 27' 12" West, 452.73 feet;
2. North 70° 25' 22" West, 423.35 feet;
3. North 26° 52' 57" West, 175.06 feet;
4. North 61° 38' 04" West, 283.87 feet;
5. South 21° 46' 57" West, 142.60 feet;
6. South 53° 22' 15" West, 183.43 feet;
7. North 58° 26' 50" West, 181.49 feet;
8. North 35° 00' 59" West, 191.70 feet;
9. North 78° 29' 55" West, 462.08 feet;
10. North 70° 49' 27" West, 97.03 feet;
11. South 81° 27' 03" West, 257.12 feet;
12. South 70° 13' 00" West, 175.65 feet;
13. South 02° 06' 49" East, 75.00 feet;
14. South 87° 53' 11" West, 458.60 feet;
15. North 02° 06' 49" West, 75.00 feet;
16. North 88° 07' 19" West, 323.19 feet;

17. South 47° 48' 03" West, 150.00 feet;
18. South 72° 27' 19" East, 230.00 feet;
19. South 66° 22' 18" East, 238.00 feet;
20. South 00° 08' 32" East, 620.00 feet to the Southwest corner (SWCOR) of said Little Warm Springs Creek No. 1 Subdivision;

thence South 88° 35' 23" West along the south line of the southeast quarter (SE¼) of Section 9 a distance of 2181.25 feet to the south quarter corner (S¼COR) of said Section 9;

thence South 89° 02' 30" West along the south line of the southwest quarter (SW¼) of said Section 9, a distance of 2621.16 feet to the southwest corner (SW¼COR) of said Section 9, said corner being the point of beginning.

The above described outer boundary of Upper Little Warm Spring Creek Subdivision contains 724.500 acres.

And desiring to plat and dedicate the same as a legal subdivision, does hereby make the following declarations as to reservations, restrictions, limitations and uses to which the lots constituting said legal subdivision may be put, contemplating the development of said land as a residential area and the purchase of lots therein for residential purposes, said lands constituting a legal subdivision in accordance with a plat thereof recorded in Drawer 3, Page 42, in the office of the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming. The within restrictions and reservations shall govern the control, ownership, use, occupancy and transfer of the lots contained in said legal subdivision under and upon the following terms and conditions:

1. NAME AND PLAT: The name of this subdivision shall be "Upper Little Warm Spring Creek Subdivision", and this instrument shall be construed as a part of the plat of the subdivision as though the same were set forth thereon in full.
2. EXTENT OF RESTRICTIONS: Reservations, restrictions and limitations herein set forth shall be construed as conditions attached to the grant of each lot in said legal subdivision and as covenants running with the land; they shall be part of every deed, grant, conveyance, or encumbrance on the lots herein concerned, or any part thereof, the same as if they were set up in full in each deed, and every such deed, grant, conveyance and encumbrance shall be subject to the terms and conditions hereof, whether or not so expressly stated; they are created for the benefit of the entire legal subdivision and each lot therein contained and shall be enforceable at law or in equity in accordance with their several terms and provisions by the owners of the lots and tracts therein, individually and collectively, against the person or persons violating any of the

conditions of this instrument and either to prevent him from doing so, or to recover damages for such violation, or both.

3. SIZE OF LOTS: Lots in this legal subdivision shall contain at least two acres, more or less, which, in unusual circumstances, could contain less, upon approval of the Architectural Control Committee.
  
4. USE: The use of the lots herein shall be limited to private residential purposes and no more than one residential unit with outbuildings shall be located on any one lot; use and occupancy of the respective residential units shall be limited to one family; no commercial or business use of any of the lots or residential units shall be permitted, including, but not limited to, outfitting and guiding hunters and fishermen, nor shall any commercial or business activity be conducted within the legal subdivision. No unlicensed or inoperable motor vehicle shall be stored or parked within the legal subdivision. No trailer house shall be stored or parked within the legal subdivision other than for the purposes of temporarily maintaining a residence during the construction of a building in conformity with the requirements as hereinafter set forth; provided, however, that trailer houses will be permitted of the type and quality approved by the Architectural Control Committee; and provided further, however, that unoccupied campers and camp trailers may be stored upon the premises by the beneficial owners of the property. Livestock for pleasure purposes, such as saddle horses and domestic pets shall be permitted; the raising, maintenance, keeping or harboring of any kind of barnyard fowl, sheep, goats and cattle, swine or other similar animals not ordinarily raised for pleasure purposes only is prohibited. No lot, the subject of this subdivision, shall be further subdivided unless, after subdivision, each lot contains at least two acres, more or less, or, under unusual circumstances, a lot may contain less acreage, upon approval of the Architectural Control Committee.
  
5. UTILITY AND SERVICE LINES: All public utility and service lines'; including pipe lines, shall be buried.
  
6. MINERAL RIGHTS: All mineral rights, including oil, gas and other hydrocarbons, upon the premises are reserved in their entirety to Warm Springs, Inc., a Wyoming corporation.

7. NUISANCES: No conditions which constitute or -create a nuisance or an unreasonable annoyance to other property owners in the legal subdivision shall be created or permitted to exist; where livestock is kept for pleasure purposes, it must be so restrained that no interference will be caused to other adjoining properties. Waste water from irrigation shall be so controlled so as to prevent annoyance, damage, or injury to adjoining property.
  
8. BUILDING AND CONSTRUCTION: Basement dwelling houses only, or basements existing as unfinished construction, or roofed over to be used as a dwelling place shall not be permitted; in the event such condition should develop and continue for a period of one year after commencement of construction thereof, it may, at the end of said one-year period, be abated as a nuisance. No residence may be placed, erected or constructed closer than 10 feet from a lot boundary line; provided, however, that outbuildings or garages may be placed closer to the tract or lot boundary line. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet for a one-story dwelling. 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 and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
  
9. RIGHTS-OF-WAY AND EASEMENTS: Each lot in the legal subdivision shall possess and shall be burdened by the following rights and easements held, possessed and enforceable by all lot owners jointly and severally: The right to the free and uninterrupted passage of that amount of water to which each lot is entitled over, through, and across adjacent lots over which such passage may be necessary from time to time; easements and rights-of-way as may be reasonably necessary for the installation, maintenance and repair of water, power and gas mains and lines, which shall be buried, or other installations as the same may now or in the future be installed or erected; provided, nevertheless, that no such easement or right-of-way shall hinder, damage or obstruct residential buildings constructed or in the process of construction at

the time of such installation; provided further, that the use of such easement and exercise of rights thereunder shall be conducted with due care in regard to the surface, and in the event the surface shall be damaged in installation, maintenance or repair, it shall be, upon completion of the work, restored to its original condition.

10. INVALIDATION AND AMENDMENT: Invalidation of any of the covenants, restrictions and limitations contained in this instrument by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. The rights, duties, obligations and restrictions herein created are for the benefit of all of the land in said .legal subdivision and they are and shall be irrevocable and perpetual until and unless revoked, obligated, modified or amended by instruments executed and acknowledged in the form prescribed for the execution of deeds by 75-percent of the owners of the property in this legal subdivision.
11. GARBAGE DUMPING: No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste, except upon a temporary basis, and in that event, kept in a sanitary condition and shall be hauled away to a garbage dumping area at least weekly.
12. FIRE HAZARDS: All reasonable preventions shall be taken against fire hazards.
13. MINING OPERATION: No quarrying, gravel operation or mining operations of any kind shall be permitted upon or in any portion of the property.
14. OLD OR SECOND-HAND BUILDINGS: No old or second-hand buildings shall be moved on any tract on the subdivision.'
15. BUTANE TANKS, WATER STORAGE AND SEWAGE DISPOSAL SYSTEMS: Butane tanks, water storage tanks and sewage disposal systems must conform to state regulations and will be located so as not to detract from the appearance of the lot.
16. TREES: Live trees may not be removed from any lot without written consent from the Architectural Control Committee.

17. STREETS AND ROADS: All roads on the subdivision shall be private roads, commonly owned and for the common use and benefit of subdivision owners; provided, however, that said roads shall be available for use by Warm Springs, Inc., and for access to any other addition or subdivisions created by Warm Springs, Inc., or their successors. Since all roads are commonly owned, all maintenance and repair of roads shall be at the cost and expense of the subdivision owners. Subdivision owners shall maintain all roads in good repair at all times. Expense of maintaining "main" roads which are used as common access roads shall be borne and paid by all Warm Springs subdivision and addition owners who benefit by their use, and Warm Springs, Inc. shall not be obligated or committed to provide winter maintenance upon said roads or be required to remove snow from the roads during the winter months. The Architectural Control Committee shall have the power to provide maintenance and to assess the benefiting property owners at a reasonable rate and collect such assessments.
18. ARCHITECTURAL CONTROL COMMITTEE - DEFINITION AND NUMBER: The Architectural Control Committee is composed of the officers and directors of Warm Springs, Inc. 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, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee.