

Anthony D. Testolin,)
Nedalyn D. Testolin,)
Tony R. Testolin,)

PLATTE COUNTY WYO. NO.	473134		
FILED	3:35	BOOK	289
		PAGE	851
DATE	4-24-91		PLATTE COUNTY CLERK

THE PUBLIC,

DECLARATION OF PROTECTIVE COVENANTS

OREGON TRAIL HILLS I

KNOW ALL MEN BY THESE PRESENTS, that all lots lying within Oregon Trail Hills I, a Subdivision of all that portion of the W1/2 NE1/4:W1/2 of Section 34 and the SW1/4SW1/4 of Section 27, T.27N., R.66W., of the 6th P.M., Platte County Wyoming, lying north of the centerline of State Highway No. 26 and west of the centerline of the State Highway Spur described by metes and bounds as follows:

Beginning at the northwest corner of said Section 34, which is also the southwest corner of said Section 27: thence N.00°05'50"W. a distance 1,318.25 feet along the west boundary of SW1/4SW1/4 of said Section 27 to the northwest corner of said SW1/4SW1/4; thence S.88°32'26"E. a distance 796.38 feet, more or less, along the north boundary of said SW1/4SW1/4 to a point on the center line of the State Highway Spur Road; thence S.08°09'00"E. a distance 580.0 feet along said centerline to the point of beginning of a circular curve to the left, the radius of which is 711.08 feet; thence along said curve through a central angle of 44°06' a distance of 547.31 feet; thence S.52°15'E. a distance of 257.3 feet; thence continuing along said centerline to the point of beginning of a circular curve, to the right, radius of which is 1,111.98 feet; thence along said curve through a central angle of 12°13'16" a distance of 237.10 feet, more or less, to a point on the south boundary of said Section 27; thence S.39°03'31"E. a distance of 1,899.31 feet along the center- line of said road; thence S.26°54'51"E. a distance of

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1,629.22 feet, more or less, to a point on the centerline of State Highway No. 26 as it existed in 1979; thence S.89°39'33"W. a distance of 508.43 feet along the centerline of said Highway 26 to the point of beginning of a circular curve to the left, the radius of which is 1,909.86 feet; thence along said curve through a central angle of 36°02' a distance of 1,201.1 feet; thence S.53°37'33"W. a distance of 1,185.0 feet to the point of beginning of a circular curve to the right, the radius of which is 1,432.40 feet; thence along said curve through a central angle of 24°20' a distance of 608.3 feet; thence S. 77°57'33"W. a distance of 379.6 feet, more or less, to a point on the west boundary of said Section 34; thence N.0°21'39"E. a distance of 4,339.21 feet, more or less, along the west boundary of said Section 34 to the point of beginning. The above described parcel of land contains 253.05 acres, more or less, are now owned and held, subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Anthony D. Testolin, Nedalyn D. Testolin, and Tony R. Testolin, being the owners of all of said lots, do hereby covenant and agree that any subsequent grants of any of said lots shall be made subject to the following covenants and restrictions:

1. All lots shall be known and described as residential lots and will be restricted to the covenants herein contained. It is intended that residential lots shall be used and occupied as small ranches or ranchettes, and that the owners will have full enjoyment of these small ranches or ranchettes, subject, however, to the covenants contained herein.

2. An Architectural Control Committee for Oregon Trail Hills I shall consist of Tony R. Testolin, Leonard R. Scoleri and Anthony

D. Testolin. The mailing address of the Architectural Control Committee is P.O. Box 219, Guernsey, Wyoming 82214. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

3. No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan, showing the location thereof, have been approved in writing by the Architectural Control Committee. In the event the committee, or its designated representative, fails to approve or disapprove by majority vote, such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, such approval will not be required and this covenant will be deemed to have been fully complied with.

4. No structure other than one private, single family dwelling, together with a private garage and no more than two suitable barns, sheds, or outbuildings for livestock, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any of the residential lots. No lot shall consist of less than ten acres. Livestock shall mean horses, cattle or sheep. A limit of two livestock units is restricted for each ten acre lot.

5. No modular, mobile home, trailer, or any structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any lot as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings; provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time.

6. The principal dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of one thousand (1,000) square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to eight hundred (800) square feet of ground floor area, providing that the total living area of the 1 1/2 or 2 stories is not less than one thousand, two hundred (1,200) square feet.

7. No building or attached structure shall be located on any lot nearer than sixty (60) feet from the lot line of said lot adjoining any roadway or other property line. No septic tank or field system shall be located on any lot nearer than sixty (60) feet from the lot line of said lot adjoining any roadway or other property line.

8. No business or activity of a noxious nature may be conducted upon any lot in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors.

9. Sewage shall be disposed of only by and through a septic system of adequate dimension and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the county and state, and no sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any lot in the subdivision. All outside toilet facilities must be a part of the residence or garage and shall be of a modern flush-type and connected with a proper septic tank system.

10. No lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junk cars, unlicensed cars, appliances, etc., trash, garbage or other waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view from roadways.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or except signs used by builders to advertise the property during the construction and sale.

12. Easements and rights of way are hereby reserved in this subdivision for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other

public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair. The right of ingress and egress for the purpose of further construction shall be restricted to roadways and property lines where possible.

13. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) 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 change said covenants in whole or in part.

14. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the afore-said provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

15. Invalidation of any one of these restrictions by judgement or Court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Dated the 24th day of April, 1991

Anthony D. Testolin
Anthony D. Testolin

Nedalyn D. Testolin
Nedalyn D. Testolin

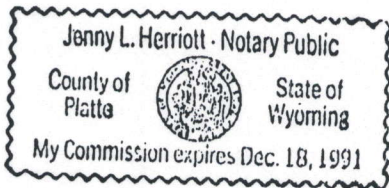
Tony R. Testolin P.O.A. by
Tony R. Testolin

Anthony D. Testolin

STATE OF WYOMING)
) SS.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me by Anthony D. Testolin this 24th day of April, 1991.

Witness my hand and official seal.



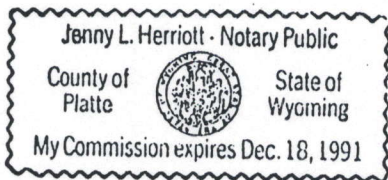
Jenny L. Herriott
Notary Public

My commission expires: 12-18-91

STATE OF WYOMING)
) SS.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me by Nedalyn D. Testolin this 24th day of April, 1991.

Witness my hand and official seal.



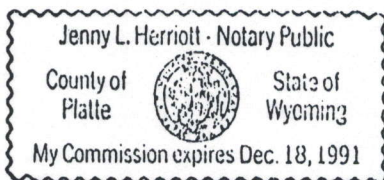
Jenny L. Herriott
Notary Public

My commission expires: 12-18-91

STATE OF ^{Wyoming} ~~CALIFORNIA~~)
)
COUNTY OF Platte)

The foregoing instrument was acknowledged before me by Tony R. Testolin ^{by Anthony D. Testolin by p.o.a.} this 24th day of April, 1991.

Witness my hand and official seal.



Jenny L. Herriott
Notary Public

My commission expires: 12-18-91

Durable Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that I, Anthony R. Intoline, residing at 2965 WASHINGTON ST. #1, SAN FRANCISCO, CA, do hereby nominate, constitute and appoint TONY D. TESTOLIN residing at WHEATLAND, WYO., my true and lawful attorney-in-fact, for me and in my name, place and stead, and for my use and benefit:

To ask, demand, sue for, recover, collect, and receive all sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, and demands whatsoever as are now or shall hereafter become due, owing, payable, or belonging to me and take all lawful ways and means in my name or otherwise for the recovery thereof, and to compromise and agree to the same and give releases or other sufficient discharges for the same;

For me and in my name, to make, seal, and deliver, bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the deeds and possession of all lands and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements, and hereditaments upon such terms and conditions and under such covenants as TONY D. TESTOLIN shall think fit;

Also to bargain and agree to, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of whatsoever nature and kind;

Also as my act and deed, to sign, seal, execute, deliver, and acknowledge such deeds, leases, mortgages, bills of lading, bills, notes, receipts, evidence of debt, releases and satisfaction of mortgage, judgements and other debts, and such other instruments in writing of whatsoever kind and nature as may be necessary or proper in the premises;

And also to endorse checks, notes, drafts and any other commercial paper in my name, and to withdraw money from any of my checking or savings accounts at any commercial bank, savings and loan association or other financial institution, and to sign orders or receipts therefor in my name;

GIVING AND GRANTING unto my said attorney-in-fact full power and authority to do and perform every act necessary, requisite, or proper to be done in and about the premises as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

All power and authority granted herein shall not be affected by my disability, incapacity, or adjudged incompetency.

