

No. 638130 Filed for record this 17th day
of December, 1976, at 3:20 o'clock P.M.

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

DECLARATION OF PROTECTIVE COVENANTS

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned persons being the owners of all the real property set forth on Exhibit "A" which is attached hereto and incorporated herein by reference (which property shall hereafter be referred to as "the lots"), do hereby covenant and agree that all of the lots are held subject to and with all of the benefits of the restrictions and covenants set forth in this document.

1. The lots shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than in conformance with these covenants.

2. No trailer, basement (other than the basement of a permanent residence), tent, garage, barn or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

3. The title holder and occupant of each lot shall be jointly and severally responsible to keep the lot free of weeds and debris.

4. Vehicles which are not operable, or are in a state of disrepair shall not be parked or kept upon the premises or upon streets abutting the premises, except within an enclosed building.

5. Vehicles, the primary use of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce or industry, such as trucks carrying campers, boats and boat trailers, tractors and trailers, snowmobiles and snowmobile trailers, shall not be parked on any lot, except within an enclosed building, or upon streets abutting any lot for continuous periods of longer than 48 hours.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept as provided by City Ordinance.

8. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat and over the rear ten 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. 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.

9. 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.

10. The Architectural Control Committee is composed of Ted C. Gertsch, Donald Lamb and Thomas S. Smith. 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 or to withdraw the lots from the control of the committee.

11. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. Invalidation of any one 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.

15. In the event matters herein contained shall be also covered by City Ordinance, the more restrictive use of the premises shall control.

IN WITNESS WHEREOF, we have hereunto signed our names this 17th day of December, 1976.

Donald R. Lamb

Orla V. Lamb

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

THE FOREGOING INSTRUMENT was acknowledged before me by Donald R. Lamb & Orla V. Lamb this 17th day of December, 1976.

[Signature]
Notary Public

My commission expires: _____

EXHIBIT A

Indian Hills First Addition

- Block 1 Lots 1, 2, 3, & 4
- Block 7 Lots 1, 2, 3, 4, 5, & 6
- Block 8 Lots 1, 2, 3, 15, 16, 17, 18, 19, & 20
- Block 16 Lots 1, 2, 3, 4, 13, 14, & 15
- Block 17 Lots 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, & 44
- Block 18 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, & 11