

BUILDING RESTRICTIONS AND COVENANTS

SUNUP RIDGE, A SUBDIVISION IN CONVERSE COUNTY, WYOMING PART OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 75 WEST 6TH P.M., CONVERSE COUNTY, WYOMING AS THE SAME APPEARS ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF CONVERSE COUNTY, WYOMING.

WHEREAS, RADIX, INC. is the owner of all of the blocks, being blocks 3 through 12 of SUNUP RIDGE, a subdivision in Converse County, Wyoming and desires to establish in said subdivision an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements and each lot owner in consideration of his compliance with such requirements shall be protected against violation thereof by any other lot owner.

NOW, THEREFORE, in consideration of the premises, the undersigned, RADIX, INC., does hereby make, impose and establish the following building restrictions and covenants on blocks 3 through 12 in SUNUP RIDGE, a subdivision in Converse County, Wyoming, which shall be covenants running with the land as follows:

ARTICLE I

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

1.0 No structure shall be erected, altered, placed or permitted to remain on any lot in the subdivision other than one detached single family dwelling having a ground floor area of not less than 850 sq. feet exclusive of basement, porch and garage.

1.1 No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves and steps shall not be considered part of the building. All construction shall be new.

1.2 No store, shop, repair shop, storage or repair garage, restaurant, dance hall or other public place of amusement or any business or commercial enterprise of any kind or nature shall be carried on or conducted upon any lot in said subdivision nor shall any activity be done or carried on which may be an annoyance or nuisance to the neighborhood.

1.3 No trailer, mobile home, basement, tent, shack, garage, barn or other out-building erected in the subdivision shall at any time be used as a residence temporarily or permanently.

1.4 No structure or signs, fences, walls, or shrubs in the front or side yard, shall be situated as to obstruct the view of vehicular traffic at street intersections. Front yard perimeter fences, or walls, shall not exceed three feet in height and rear yard shall not exceed six feet in height.

1.5 No oil drilling, oil development operations, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on or in any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

1.6 Each lot shall contain a removable underground garbage container installed in the front yard or in the alternative garbage containers may be maintained which are concealed from sight by an enclosed structure.

1.7 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 the utilities, or which may change the direction or flow of water drainage within the easements, or which may obstruct or retard the flow of water through the easements. The easement area on each lot shall be continuously maintained by the lot owner.

1.8 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes and do not exceed two in number.

1.9 No water wells or septic tanks shall be drilled, constructed or permitted to remain on any lot.

1.10 No weeds, brush, rubbish, junk, garbage, trash, junk car or unlicensed cars shall be allowed or permitted to remain on any lot nor shall any activity be carried on which shall be or become a nuisance or offensive to the owners within the subdivision.

1.11 No lot shall be reduced in size to make a smaller building site than a platted lot.

1.12 The restrictions and covenants set forth in this Article may be altered, amended or variances allowed by the Town of Glenrock.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of September, 2004 at which time said covenants shall be automatically extended for successive period of Ten (10) years, unless altered, amended or varied as herein provided.

If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants

herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision to prosecute any proceeding at law, or in equity, against the person or persons violating or attempting to violate any such covenants, and either to prevent him, or them, from so doing, or to recover damages, and such person shall have such other actions and remedies as law or equity may provide.

RADIX, INC.

By Larry L. Redding
Larry L. Redding, President

Attest:
CORPORATE
By Jack E. Lenhart
Jack E. Lenhart, Asst. Secretary
WYOMING

The foregoing instrument was acknowledged before me by Larry L. Redding, President, and Jack E. Lenhart, Assistant Secretary, of Radix, Inc. this 7th day of February, 1980.

JANA S. O'CONNOR - Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 9, 1983

Jana S. O'Conn
Notary Public

Commission expires: March 9, 1983