

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE FIRST NATIONAL BANK OF RIVERTON, Riverton, Wyoming, a United States banking corporation, the present owner of the Park View Addition to the City of Riverton, Fremont County, Wyoming, according to the recorded plat thereof, and all blocks and lots included therein, does hereby covenant and agree that all said lots above described, except Lot 1, Block 3 of said addition, which will be conveyed to the City of Riverton to be dedicated to public use as a city park, are held subject to and with the benefit of the restrictions, conditions, covenants, charges, and agreements contained in the within Declaration of Protective Covenants, and it does further hereby covenant and agree that any subsequent grants of any of the said lots now owned by it shall be subject to covenants and restrictions hereinafter set forth; it is understood that these covenants and restrictions shall not apply to the structures and improvements presently situated on Lot 11, Block 1 and Lot 3, Block 2 of said addition, but that all future construction on said lots shall be subject to these covenants and restrictions.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than three cars. No building of any kind shall be moved onto the above tracts.

2. ARCHITECTURAL CONTROL: 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.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, 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 dwelling size, all under the supervision of the architectural control committee. The living area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet. It is understood that the covenants and restrictions contained in this paragraph 3 shall not apply to Lots 1 and 2, Block 1 of said addition.

4. BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 25 feet and the setback line on the side street shall be 25 feet.

5. NUISANCES: 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.

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6. TEMPORARY STRUCTURES: Without the approval of the architectural control committee, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except for a lumber shed or shop during construction period.

7. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. FENCES: Yard fences may extend only from the rear of any lot to the front or side setback line and there shall be no front yard fencing without prior written approval of the architectural control committee.

9. LIVESTOCK AND POULTRY: 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 they are not kept, bred, or maintained for any commercial purpose.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers located on or near the rear lot line. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition and shall be located on or near the rear lot line.

11. SIGNS: No signs of any kind shall be displayed to the public view on any lot except signs to advertise the property during the construction or sales period, and thereafter one sign to advertise the property for sale by the owner.

12. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated on the recorded plat.

13. MEMBERSHIP: The architectural control committee is composed of G. L. Heckart, Harold R. Macon and Donald P. White, all of Riverton, Wyoming. A majority of the committee may designate a representative to act for it. In the event of the 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 from the committee or restore to it any of its powers and duties.

14. PROCEDURE: The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required, except that the failure of such committee or its designated representative to approve or disapprove any proposed building plans shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

15. DEFINITIONS: For the purposes of these protective covenants, the front lot line shall be the North lot line of said lots abutting West Sunset Drive and the rear lot line shall mean the South lot line of said lots, and the front line of all other lots shall be the lot line abutting North 2nd Street West in said addition.

16. VEHICLES: No motor vehicles or parts thereof, trucks, trailers, camper trailers, boats with trailers, semi-trailers, mobile homes or parts thereof, machinery, or parts thereof, of any kind whatsoever, shall be kept, parked or stored on the front half of any lots, whether vacant or occupied, or on any street or alley adjacent thereto, except during actual use of said vehicle or equipment.

17. UTILITIES: All of the above described lots will share equally and proratably in the cost of the construction and installation of the main sewer and water lines serving said lots. The owners of the lots will be responsible for the hookup charge for water, sewer and other utilities servicing the individual lots.

18. TERM: 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 35 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

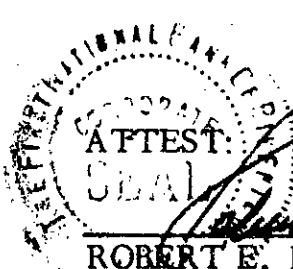
19. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

20. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

Signed at Riverton, Wyoming this 23rd day of FEBRUARY, 1968.

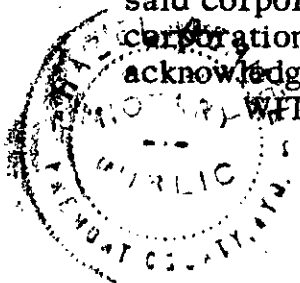
THE FIRST NATIONAL BANK OF RIVERTON
Riverton, Wyoming

By Harmon H. Watt
HARMON H. WATT, President


ATTEST:
Robert E. Hunter
ROBERT E. HUNTER,
Vice President and Cashier

STATE OF WYOMING)
COUNTY OF FREMONT) SS

On this 23rd day of Feb, 1968, before me appeared HARMON H. WATT, to me personally known, who, being by me duly sworn, did say that he is the President of The First National Bank of Riverton, Riverton, Wyoming, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Harmon H. Watt acknowledged said instrument to be the free act and deed of said corporation. WITNESS my hand and official seal.



Hazel Lemmel
Notary Public
My commission expires Dec 18 1970

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STATE OF WYOMING) Filed in this office
FREMONT COUNTY)
CLERK'S OFFICE No. **705695**

for record at 9 o'clock AM

Recorded in Book 67 FEB 26 1968

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JAMES A. FARTING

County Clerk and Ex-officio Register of Deeds

By Helen Boland Deputy