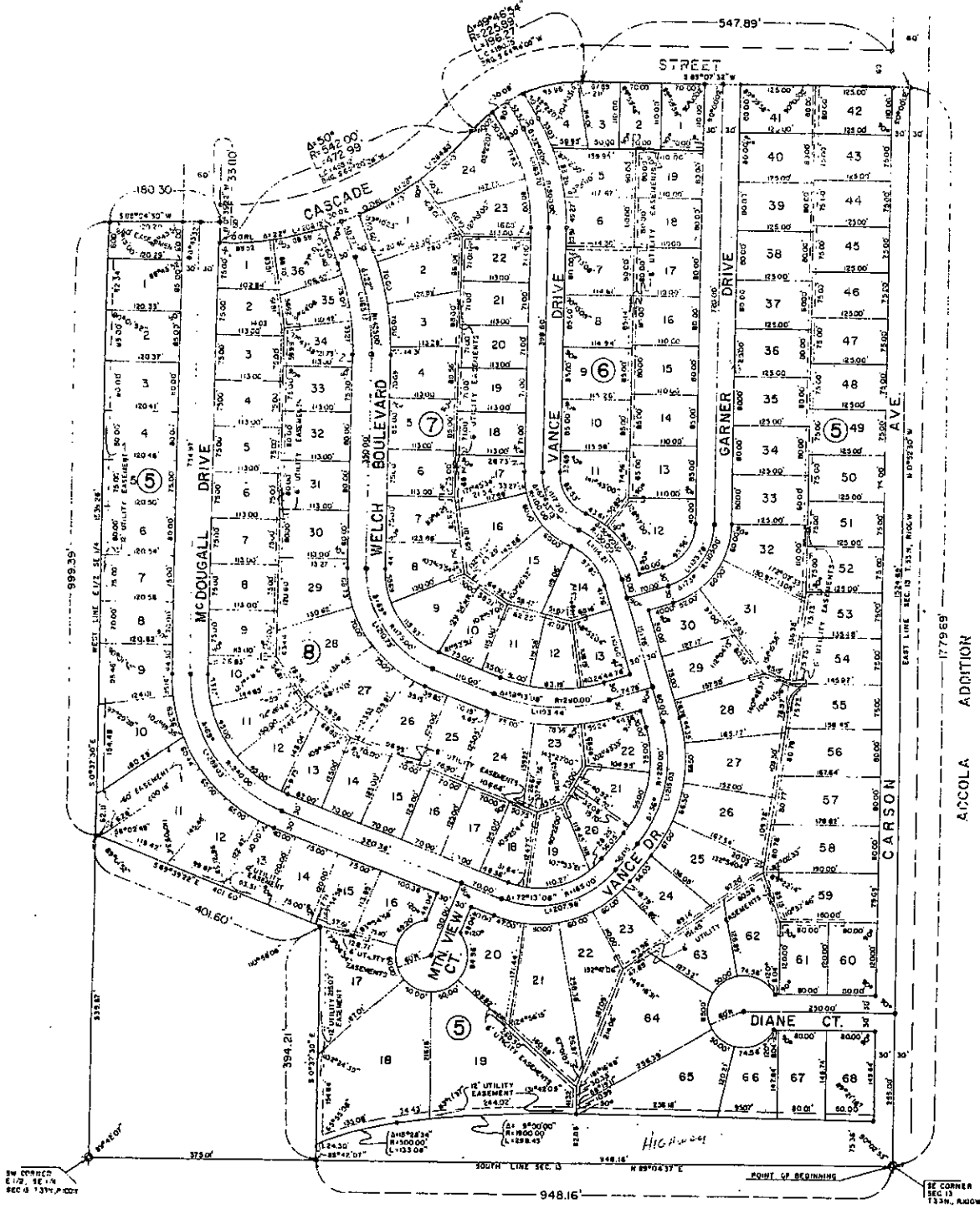


SPRIGGS ADDITION, THIRD

TO THE TOWN OF LANDER, FREMONT COUNTY, WY
 A SUBDIVISION OF PART OF THE E1/2 SE1/4, SECTION 13, T.33N, R.10E
 6TH P.M., FREMONT COUNTY, WYOMING

SPRIGGS ADDITION, SECOND FILING



THE ON

SPRIGGS DEVELOPEMENT CORPORATION

* DECLARATION OF PROTECTIVE COVENANTS
* SPRIGGS ADDITION
* Third Filing, Unit One, to the Town
* of Lander, Fremont County, Wyoming

to

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The Public

KNOW ALL MEN BY THESE PRESENTS, Spriggs Development Corp., a Wyoming Corporation being the present owner of the Third Filing, Unit One of Spriggs Addition, to the Town of Lander, Fremont County, Wyoming, does hereby covenant and agree that all of said blocks in said Addition and all of said lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges, and agreements contained within the DECLARATION OF PROTECTIVE COVENANTS, and they do 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.

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 two cars. No building of any kind shall be moved onto the above tracts. All construction shall be new.

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 the quality of the workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building front yard or side yard setback line established herein, and there shall be no front yard fencing, wall, or hedges, and there shall be no fencing, wall, or hedges on any easement which would impede the flow or change the direction of flow in any drainage easement.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenants 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, not less than 864 Square feet for a one-story dwelling, not less than 560 square feet for one and one-half stories, and not less than 700 square feet for a two-story dwelling.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a 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 of the adjoining house and the setback line on the side street shall be 20 feet.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,500 square feet.

6. NUISANCE. No obnoxious 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. TEMPORARY STRUCTURES. 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, shop, office building and one trailer house during the construction period.

INDEXED
ABSTRACTED
PHOTOSTATIC RECORDED

8. 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.

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. All incinerators or other equipment for storage of disposal of such material shall be kept in clean and sanitary condition.

11. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

12. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved, along the rear of all lots and along the side of certain lots, as shown on the recorded plat as easements. A 6 foot easement is also reserved along each adjoining lot line in this addition for drainage and utility purposes.

13. SLOPE CONTROL AREAS. Slope control areas shown on a recorded plat of such areas in the County Clerk's Office are to be used and maintained by each individual property owner and upon these areas no structure, fence, or other obstacle which would impede or change the direction of the flow of surface water over the slope control areas shall be permitted.

14. MEMBERSHIP. The architectural control committee is composed of John W. Black, Ronald M. Vontz, and Raymond Woods, all of Cheyenne, Wyoming. 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 of the committee 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 covenants. At any time the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or the withdraw from the committee or to restore to it any of its powers and duties.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. The failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owner or the builder from his legal responsibilities to comply with the covenants, conditions, and restrictions contained herein.

16. 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 thirty-five 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.

17. 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 violations or to recover damages.

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

Signed at Lander, Wyoming this 29 day of October 1962

John W. Black
PRESIDENT



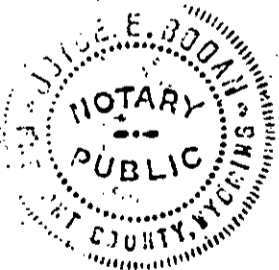
[Handwritten signature]

STATE OF WYOMING

COUNTY OF FREMONT

On this 29 day of October, 1962, before me personally appeared John W. Black of SPRIGGS DEVELOPMENT CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by its Board of Directors and said John W. Black acknowledged said instrument to be free act and deed of said corporation.

My Commission expires on the 12 day of December A.D. 19 64.
Given under my hand and notarial seal this 29 day of October
A.D. 19 62



Justice E. Rodan
NOTARY PUBLIC

STATE OF WYOMING, Filed in this office
FREMONT COUNTY CLERK'S OFFICE No. 582123
for record at 11 o'clock A.M
Recorded OCT. 29 1962
In Book 55
of misc. Page 180
By JAMES A. FARHING
County Clerk and Ex-officio Register of Deeds
By Richard Boland Deputy

116
BLACK HOMES, INCORPORATED

116
* DECLARATION OF PROTECTIVE
* COVENANTS
* SPRIGGS ADDITION
* Third Filing, Unit Two,
* to the Town of Lander,
* Fremont County, Wyoming

to

The Public

KNOW ALL MEN BY THESE PRESENTS, BLACK HOMES, INC., a Wyoming Corporation being the present owner of the following lots and blocks in Spriggs Addition, Third Filing, to the Town of Lander, Fremont County, Wyoming -- Lots 23 through 29 and Lots 54 through 68, Block Five -- hereinafter referred to as Unit Number Two, does hereby covenant and agree that all of said blocks in said Addition and all of said lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges, and agreements contained within the DECLARATION OF PROTECTIVE COVENANTS, and they do 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.

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 two cars. No building of any kind shall be moved onto the above tracts. All construction shall be new.

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 the quality of the workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building front yard or side yard setback line established herein, and there shall be no front yard fencing, wall, or hedges, and there shall be no fencing, wall, or hedges on any easement which would impede the flow or change the direction of flow in any drainage easement.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenants 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, not less than 864 Square feet for a one-story dwelling, not less than 560 square feet for one and one-half stories, and not less than 700 square feet for a two-story dwelling.

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6. NUISANCE. No obnoxious 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. TEMPORARY STRUCTURES. 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, shop, office building and one trailer house during the construction period.

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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.

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14. MEMBERSHIP. The architectural control committee is composed of Ronald M. Vontz, Clifford J. Vontz, and William E. Frank, all of Lander, Wyoming. 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 of the committee 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 covenants. At any time the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee on the withdraw from the committee or to restore to it any of its powers and duties.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. The failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owner or the builder from his legal responsibilities to comply with the covenants, conditions, and restrictions contained herein.

16. 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 thirty-five 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.

17. 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 violations or to recover damages.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Signed at Lander, Wyoming this 4 day of March 1963

Ronald M. Vontz
RONALD M. VONTZ, PRESIDENT

(SEAL)

ATTEST:

Clifford J. Vontz
CLIFFORD J. VONTZ, SECRETARY

STATE OF WYOMING
COUNTY OF FREMONT

On this 4 day of March, 1963, before me personally appeared RONALD M. VONTZ, President of ELACK HOMES, INCORPORATED and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by its Board of Directors and said RONALD M. VONTZ acknowledged said instrument to be free act and deed of said corporation.

My Commission expires on the 12 day of December A.D., 1964.
Given under my hand and notarial seal this 4 day of March A.D. 1963.

James E. Bodin
NOTARY PUBLIC

