

COPY

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

64125 OF WYOMING }
COUNTY OF JOHNSON } ss.

Cloud Peak Add.

This instrument was filed for record on 11:30 P M. and was duly recorded in Book 238-41 p. 5

PROTECTIVE COVENANTS

By *C. S. Palmer* Re: *Cloud Peak Addition*

PART A -- PREAMBLE

Conditions, Covenants, Restrictions and Easements Affecting Property of CONSTRUCTION INCORPORATED

THIS DECLARATION, made this 15th day of December, by CONSTRUCTION INCORPORATED, hereinafter called the Declarant,

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Part B of this Declaration, and is desirous of subjecting the real property described in said Part B to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each said owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, CONSTRUCTION INCORPORATED hereby declares that the real property described in and referred to in Part B hereof is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land recorded in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

PART B -- AREA OF APPLICATION

The real property which is and shall be held, and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various parts and subdivisions of this Declaration, is located in the County of JOHNSON, State of WYOMING, and is more particularly described as follows, to-wit:

A Ten (10) Acre tract situated in Lot Ten (10), and Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Three (3), in Township Fifty (50) North, Range Eighty-two (82) West of the Sixth Principal Meridian, Wyoming: Beginning at a point at the Southeast corner of Lot 8 and the Northeast corner of Lot 10, which is tangent to the corporate limits of the Town of the City of Buffalo, Wyoming, Lot Six, Block Five, Park Addition (Point A on Dedication Plat); and extending West 729.5 feet to a point, thence South 64.02' West 667.2' to a point, thence East 771.5 feet to a point, thence North 350.0' to a point, thence East again 251.6' to a point, thence North 22° West 250' to the point of beginning.

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No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

PART C -- RESIDENTIAL AREA COVENANTS

The real property described in Part B hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the equitable and best development of said property; to secure the erection of attractive homes on appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for an equal type and quality of improvement in said property, and thereby enhance the values of investment made by purchasers of building sites therein.

C. 1 All building sites in the tract shall be known and described as residential building sites with no exception.

C. 2 No structure shall be erected, altered, placed, or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than two cars, guest house, servants' quarters, and other outbuildings incidental to residential use of the premises.

C. 3 No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plot plan, showing the location on the building site and the elevation of the finish floor, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finish ground elevations, by a committee composed of William C. Nicolaysen, Clarence A. Rue, Charlie M. Baue, and Wallace H. Vroman, of which three members shall constitute a quorum, or by representatives designated by a majority of the members of said committee. Decisions for buildings shall be by unanimous vote in order to qualify under this provision. In event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans have been submitted to Declarant's office,

or in the event no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this Covenant will be deemed to have been fully complied with. Neither the members of such 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.

The committee hereinabove named shall be known as the Architectural Control Committee, and this committee shall make approval or disapproval in writing pursuant to the requirement set forth in these covenants.

C. 4 No building shall be located on any lot nearer to the front lot line, or nearer to the side street line, than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than twenty feet to any side street line. No building shall be located nearer than five feet to an interior lot line; except that a detached garage located in back of the back corner of a building may be placed not nearer than three feet from an interior lot line. No dwelling shall be located on any lot nearer than twenty-five feet from the rear lot line. For the purpose 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 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 5 feet greater than the setback of the adjoining house, and the setback line on the side street shall be twenty-five feet.

C. 5 No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than fifty-five hundred square feet.

C. 6 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear five feet of each lot.

C. 7 No noxious or offensive activity shall be carried on upon any building site; nor shall any store, shop, repair shop, storage or repair garage, restaurant, dance hall, or other public place of amusement, or any similar business or commercial enterprise be carried on or conducted upon any building site; nor shall anything be done on any of said building sites which may be an annoyance or nuisance to the neighborhood.

C. 8 No structure of a temporary nature, trailer house, basement, tent, shack, garage, barn, or other out building, shall be used on any building site at any time as a residence either temporarily or permanently.

C. 9 No main residential structure shall be permitted on any building site covered by these Covenants the habital floor area of which, exclusive of basements, porches, second floors and garages, is less than an eight hundred square foot area.

C.10 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 any commercial purpose.

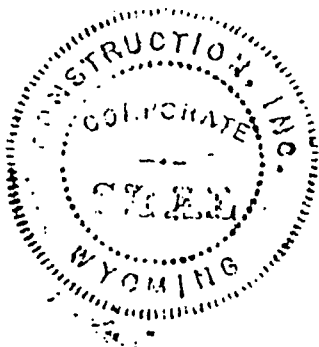
C.11 No fence, well, hedge, or mass planting shall be permitted to extend beyond the minimum setback line established herein, except upon approval by the Architectural Control Committee, as provided in Section C. 3.

C.12 Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these Covenants.

C.13 These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said Covenants shall be extended automatically for successive periods of ten years, unless by vote of a majority of the then owners of the building sites covered by these Covenants, it is agreed to change said Covenants in whole or in part.

C. 14 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages or other dues for such violation.

C. 15 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.



CONSTRUCTION INCORPORATED

BY: Clarence A. Rine
Vice President

ATTEST:

BY: Charlie M. Bauer
Secretary

Restrictions indicating preference, limitation or discrimination based on race, color, religion, sex, marital status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

AMENDMENT TO PROTECTIVE COVENANTS

We, the undersigned owners of a majority of the lots in the Cloud Peak Subdivision, Johnson County, Wyoming, in accordance with the provisions of the "Protective Covenants" recorded on December 15, 1955, in Book 86A-1 of Miscellaneous Records, page 238, in the office of the County Clerk of Johnson County, Wyoming, hereby change the membership of the Architectural Control Committee from those four parties named in said Protective Covenants to a five (5) man committee composed of Thomas W. Dixon, Jessie G. Dixon, Charles R. Spratt, Norma J. Ferguson, and Lloyd E. Ferguson

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It is understood that any three of the foregoing parties shall constitute a quorum, and the aforesaid parties shall remain the sole members of the Architectural Control Committee until such time as a change may be made in accordance with paragraph C.3 of said Protective Covenants.

Thomas W. Dixon and Jessie G. Dixon
 Thomas W. Dixon and Jessie G. Dixon
 Owners of record of Lots 18, 19, 20, 21, 22, 23, 25, 26, 27, 29, 31, 33, 34, 35, 38, 39, 40, 41.

Lloyd E. Ferguson and Norma J. Ferguson
 Lloyd E. Ferguson and Norma J. Ferguson
 Owners of record of Lots 24, 30, 37

Donald F. Boggs and Charlotte R. Boggs
 Donald F. Boggs and Charlotte R. Boggs
 Owners of record of Lots 8, 9

Larry Peterson and Paula M. Peterson
 Larry Peterson and Paula M. Peterson
 Owners of record of Lots 7, 32

_____ and _____
 Owners of record of _____ Lots _____

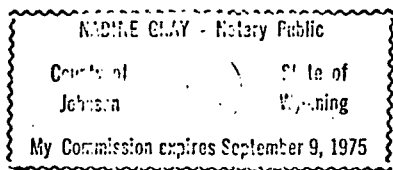
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STATE OF WYOMING }
 COUNTY OF JOHNSON }
 This instrument was filed for record on Feb 2 1973
 261-62 3.02
 J. P. Robbins, Register of Deeds.

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me this
2nd day of February, 1973.

Witness my hand and official seal.



Nadine Clay Deller
Notary Public

My commission expires 9-9-75.