DECLARATION OF PROTECTIVE COVENANTS

OF

BESTVIEW

KNOW ALL MEN BY THESE PRESENTS, That all tracts
lying within Bestview, a Subdivision of a part of the
8th St, Section 5, Township 14 North, Range 66 West, 6th
P.M., Laramie County, Wyoming, are now owned and held,
subject to all the restrictions, conditions, covenants,
changes and agreements contained in the within Declara-
tion of Protective Covenants, and Bestview, a partnership,
being the owner of all of said tracts, does hereby covenant
and agree that any subsequent grants of any of said tracts
shall be made subject to the following covenants and restric-
tions:

1. All tracts shall be known and described as
residential tracts and will be restricted to the covenants
contained herein. It is intended that residential tracts
shall be used and occupied as small ranchettes, and that
the owners will have full enjoyment of these ranchettes,
subject however, to the covenants contained herein.

2. No structure other than one private, single
family dwelling, together with a private garage and suit-
able barn or shed for horses, for use in connection with
said single family dwelling shall be erected, placed or permitted to remain on any of the residential tracts. No tract within the subdivision shall be subdivided into smaller tracts.

3. No structure of a temporary character, basement, tent, shack, barracks, garage, barn, trailer house, modular home or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings.

4. The principal dwelling shall have a minimum, fully enclosed ground floor area devoted to the living purposes, exclusive of porches, terraces, and garage, of one thousand (1,000) square feet; except that where the said principal dwelling is a 1½ or 2 story dwelling, the minimum may be reduced to eight hundred (800) square feet of ground floor area, providing that the area total living area of the 1½ or 2 story is not less than one thousand square feet.

5. No business or activity of a noxious nature may be conducted upon any tract in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors.

6. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health.

7. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junk cars, unlicensed cars, appliances, etc. trash, garbage or other
waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view from roadways.

8. No sign of any kind shall be displayed to the public view on any residential tract except one sign of not more than five (5) square feet advertising the property for sale or rent.

9. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

10. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

11. Not more than three (3) horses, cows, bulls, sheep or other livestock shall be maintained on any tract. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

12. Enforcement shall be by any proceeding at law or in equity against any person or persons violating
or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages or both.

13. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 11th day of May, 1978.

BESTVIEW

Clem A. Herz

David M. McInerney

STATE OF WYOMING )
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by Clem A. Herz and David M. McInerney, this 11th day of May, 1978.

WITNESS my hand and official seal.

Betty A. Jones
Notary Public

Commission expires: 9-30-79
For and in consideration of $10,000 and other good and valuable consideration, received and paid, conveyed and warranted to

Eldon Disinski and Patricia Disinski,
husband and wife,

the following described real estate, situated in the County of Laramie, State of Wyoming:

A portion of the E 1/2, S 1/2, Sec. 5, T. 14N., R. 66W., 6th P.M., Laramie County, Wyoming, containing 4.34 acres, more or less, and being more particularly described as follows: Beginning at the northeast corner of said Section 5; thence N 86° 51' W, along the north boundary of said Section 5, a distance of 398.2 feet to a point on the eastern line of the 6th P.M.; thence E 86° 51' N, along said S 1/2 line, a distance of 876.25 feet to a point; thence S 86° 51' E, along said E 1/2 line, a distance of 948.25 feet to a point; thence N 86° 51' W, along the west boundary of said Section 5, a distance of 398.2 feet to a point on the north boundary of said Section 5; thence S 86° 51' E, along the south boundary of said Section 5, a distance of 876.25 feet to the point of beginning.

The above described property is subject to the express condition that it shall not be used for commercial purposes, nor shall any trailer house, junkyard, basement house or a house containing less than 1,000 square feet be built upon the property.

And the said grantors hereby covenant with the said grantees that they are lawfully seized of said premises; that they are free from encumbrance, and they warrant the title thereto against the lawful claims of all persons whatsoever, except easements, covenants and restrictions of record.

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this 10th day of July, A.D. 1967.

Signed, sealed and delivered in presence of

First American
BOOK 855

THE STATE OF WYOMING
COUNTY OF LARIMIE

On this 20 day of July 1957 before me personally appeared - A. Murdock Cox and Margaret W. Cox, husband and wife.

I, the undersigned, am known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said instrument having been by the fully appraised of her right and the effect of signing and acknowledging the said instrument.

My commission expires on the 27th day of December 1968.

Given under my hand and notarial seal this 20th day of July 1957.

Notary Public

WARRANTY DEED

126178

This instrument was filed for record at the Clerk's Office in the County of Laramie, State of Wyoming on the 20th day of July, 1957.

[Signature]

County Clerk and Recorder of Deeds