PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting Property of the Alcova Lakeview Estates, a joint venture:

THIS DECLARATION, made this 15th day of October, 1975, by the Alcova Lakeview Estates, a joint venture, hereinafter called the "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Clause 1 of this Declaration, and is desirous of subjecting the real property described in said Clause 1 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 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, Alcova Lakeview Estates, a joint venture, hereby declares that the real property described in and referred to in Clause 1 hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITIONS OF TERMS

"Building Site" shall mean any lot, or portion thereof, or any plot containing two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Company" shall mean the Alcova Lakeview Estates, a joint venture.

CLAUSE 1

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and 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 clauses and subdivisions of this Declaration is located in the County of Natrona, State of Wyoming, and is more particularly described as follows, to-wit:

The SW1/4SE1/4 Section 28, Township 30 North, Range 83 West of the 6th P.M., Natrona County, Wyoming.

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.
GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I 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 insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with 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 a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one single-family dwelling not to exceed three stories or thirty-five feet in height from ground level and other outbuildings incidental to residential use of the premises.

B. 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 of such building 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 finished ground elevation, by an architectural committee composed of W. R. Asbell, K. V. Asbell and Henry A. Hitch, Jr., or by a representative designated by a majority of the members of said committee. In the event the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if 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. The members of said Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any building site nearer to the front lot line, rear lot line, side lot line, adjacent building site than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any building site nearer than twenty-five feet to the front lot line, or nearer than twenty-five feet to any street line, or nearer than twenty-five feet to the side lot line, or nearer than twenty-five feet to an adjacent building site. 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 building site to encroach upon another building site.

D. No store, shop, repair shop, repair garage, restaurant, dance hall or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any of the lots or tracts in said addition.
E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other out building erected on any lot or tract in the addition shall at any time be used for human habitation.

G. Easements for installation and maintenance of utilities for the use and benefit of all lots and tracts in said addition are reserved as shown on the recorded plat of said addition. In any event, easements of ten feet from the lot lines and street lines shall be maintained.

H. 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.

I. No fence or fence posts of metal construction shall be erected. Any exceptions to this covenant must be approved by the Architectural Committee.

J. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or tract in said addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or tract therein. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot or tract therein.

K. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than 800 square feet.

L. Only individual sewage-disposal systems, or septic tanks, including drain fields, will be permitted and shall be contained within the building site and not be nearer to any street line or lot line than twenty-five feet.

M. No individual water-supply system shall be permitted on any lot without the approval of the Architectural Committee.

N. All construction shall be new and no building or buildings may be moved from another location to any site within this subdivision. Any exceptions must be approved by the Architectural Committee.

O. Each building site shall have a structure to be used for the concealment of any and all garbage cans. In any event, garbage cans will not be permitted to be outside any structure on the building site.

P. No building site shall contain less than one acre in area, and no lot or tract shall be subdivided into less than a one-acre area tract.

Q. Ground floors of all buildings constructed must be above the 100-year flood level established according to data of the Soil Conservation Service.
R. Owners constructing residential buildings must obtain a permit from the Natrona County, Wyoming, Health Department, and must obtain approval after a final inspection on all private septic sewer systems prior to construction of any other improvements on the building site.

S. Owners of building sites must comply with all federal, state and local governmental statutes, rules and regulations in building upon building sites and in the use thereof.

T. Every owner of a building site shall be a member of Alcova Lakeview Estates Property Owners Association, a nonprofit corporation. Membership in the Association shall be mandatory, shall be appurtenant to the building site in which such owner has the necessary interest, and shall not be separated from the building site to which it appertains. The Association is formed initially for the purpose of providing a domestic water supply to the building sites and for road maintenance, but may, in accordance with the bylaws and articles of incorporation, undertake additional group property owner obligations.

U. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

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 any 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 so doing or to recover damages or other dues for such violation.

V. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ALCOVA LAKEVIEW ESTATES, a joint venture

By W. R. Asbell

By Henry A. Hitch, Jr.

By K. V. Asbell

STATE OF WYOMING )
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by ALCOVA LAKEVIEW ESTATES, a joint venture, this 15th day of October, 1975.

WITNESS my hand and official seal.

Ruby K. Carranco
Notary Public

My Commission Expires Apr. 17, 1978
CORRECTIVE DECLARATION OF
PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting Property of the Alcova Lakeview Estates, a joint venture:

THIS DECLARATION, made this 9th day of January , 1976, by the Alcova Lakeview Estates, a joint venture, hereinafter called the "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Clause 1 of this Declaration, and is desirous of subjecting the real property described in said Clause 1 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 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, Alcova Lakeview Estates, a joint venture, hereby declares that the real property described in and referred to in Clause 1 hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITIONS OF TERMS

"Building Site" shall mean any lot, or portion thereof, or any plot containing two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Company" shall mean the Alcova Lakeview Estates, a joint venture.

CLAUSE 1

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and 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 clauses and subdivisions of this Declaration is located in the County of Natrona, State of Wyoming, and is more particularly described as follows, to-wit:

The SW1/4SE1/4 Section 28, Township 30 North, Range 83 West of the 6th P.M., Natrona County, Wyoming.

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.
GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I 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 insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with 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 a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one single-family dwelling not to exceed three stories or thirty-five feet in height from ground level and other outbuildings incidental to residential use of the premises.

B. 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 of such building 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 finished ground elevation, by an architectural committee composed of W. R. Asbell, K. V. Asbell and Henry A. Hitch, Jr., or by a representative designated by a majority of the members of said committee.

In the event the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if 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. The members of said Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any building site nearer to the front lot line, rear lot line, side lot line, or adjacent building site than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any building site nearer than twenty-five feet to the front lot line, or nearer than twenty-five feet to any street line, or nearer than twenty-five feet to the side lot line, or nearer than twenty-five feet to an adjacent building site. 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 building site to encroach upon another building site.
D. No store, shop, repair shop, repair garage, restaurant, dance hall or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any of the lots or tracts in said addition.

E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot or tract in the addition shall at any time be used for human habitation.

G. Easements for installation and maintenance of utilities for the use and benefit of all lots and tracts in said addition are reserved as shown on the recorded plat of said addition. In any event, easements of ten feet from the lot lines and street lines shall be maintained.

H. 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.

I. No fence or fence posts of metal construction shall be erected. Any exceptions to this covenant must be approved by the Architectural Committee.

J. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or tract in said addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or tract therein. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot or tract therein.

K. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than 800 square feet.

L. Only individual sewage-disposal systems, or septic tanks, including drain fields, will be permitted and shall be contained within the building site and not be nearer to any street line or lot line than twenty-five feet.

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Q. Ground floors of all buildings constructed must be above the 100-year flood level established according to data of the Soil Conservation Service.

R. Owners constructing residential buildings must obtain a permit from the Natrona County, Wyoming Health Department, and must obtain approval after a final inspection on all private septic sewer systems prior to construction of any other improvements on the building site.

S. Owners of building sites must comply with all federal, state and local governmental statutes, rules and regulations in building upon building sites and in the use thereof.

T. Every owner of a building site shall be a member of Alcova Lakeview Estates Property Owners Association, a nonprofit corporation. Membership in the Association shall be mandatory, shall be appurtenant to the building site in which such owner has the necessary interest, and shall not be separated from the building site to which it appertains. The Association is formed initially for the purpose of providing a domestic water supply to the building sites and for road maintenance, but may, in accordance with the bylaws and articles of incorporation, undertake additional group property owner obligations.

U. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

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 any 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 so doing or to recover damages or other dues for such violation.

V. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ALCOVA LAKEVIEW ESTATES, A Joint Venture

By: Keith V. Asbell
By: W. R. Asbell
By: Henry A. Hitch, Jr.
STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

The foregoing instrument was acknowledged before me by W. R. Asbell, K. V. ASBELL and HENRY A. HITCH, JR., comprising ALCOVA LAKEVIEW ESTATES, a Joint Venture, this 9th day of JANUARY, 1976.

WITNESS my hand and official seal.

Jean Graefe
Notary Public

My Commission Expires: June 10, 1976