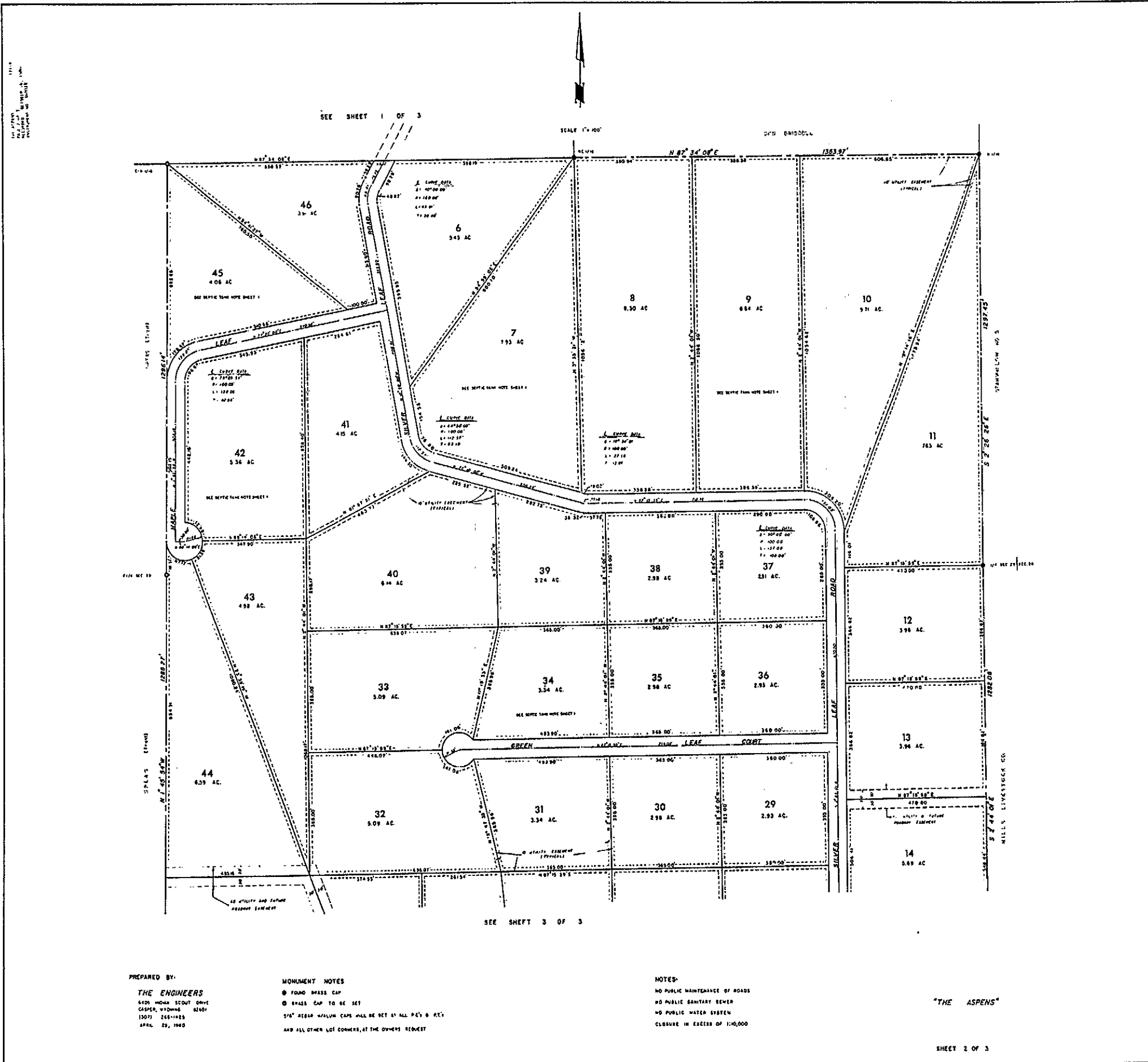
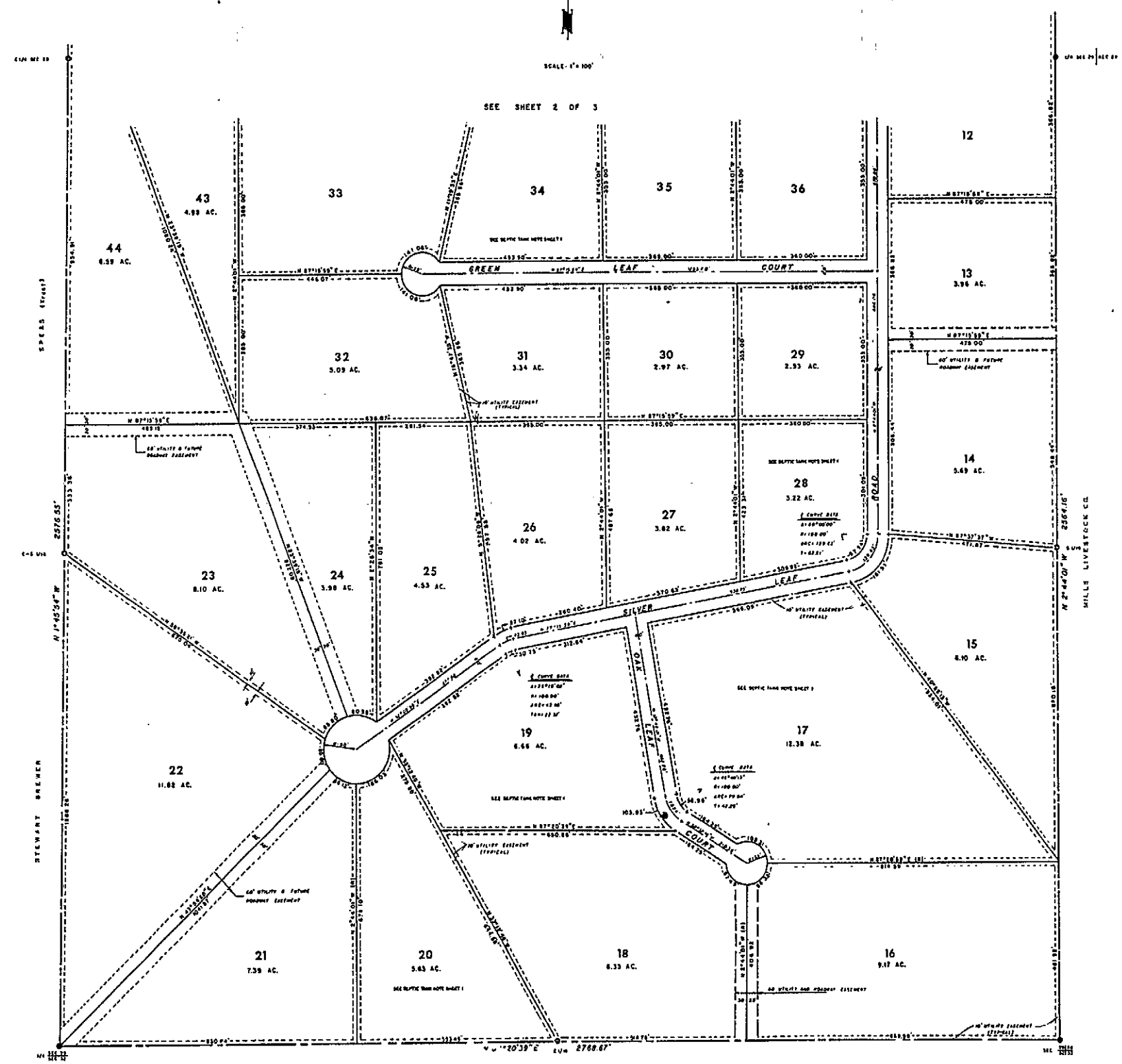




300028





PREPARED BY:  
**THE ENGINEERS**  
 5406 INDIAN SCOUT DRIVE  
 CAMPER, WYOMING 82401  
 13075 286-1428  
 APRIL 23, 1990

**MONUMENT NOTES**  
 ● POUND BRASS CAP  
 ○ BRASS CAP TO BE SET  
 3/8" REMAIN WALL/CAP WILL BE SET AT ALL P.C.'S & P.T.'S  
 AND AT ALL OTHER LOT CORNERS, AT THE OWNER'S REQUEST

**NOTES:**  
 NO PUBLIC MAINTENANCE OF ROADS  
 NO PUBLIC SANITARY SEWER  
 NO PUBLIC WATER SYSTEM  
 CLORWARE IN EXCESS OF 1:10000

"THE ASPENS"

THE ENGINEERS  
 5406 INDIAN SCOUT DRIVE  
 CAMPER, WYOMING 82401  
 13075 286-1428  
 APRIL 23, 1990

RECORDED Oct 14 1980 AT 3:40 O'CLOCK PM

INSTRUMENT NO. 300029

JOHN J. TOBIN

COUNTY CLERK

ADDENDUM

BOARD OF COUNTY COMMISSIONERS - ASPENS SUBDIVISION

(Attachment to Subdivision Agreement)  
DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS

ASPEN ASSOCIATES

The following covenants, conditions and restrictions shall become covenants in any deed or other legal or equitable conveyance of the lands described on Exhibit "A" attached hereto, situate in Natrona County, Wyoming.

The Agreements and covenants shall be covenants and conditions running with the land described on Exhibit "A".

ARTICLE I

PROTECTIVE COVENANTS

1. All lands described shall be used solely for the construction and occupancy of single family dwellings and residences, or cabins, and not more than one such dwelling shall be constructed or occupied on each tract to which the land is permissably divisible hereunder. It is specifically understood that said subdivision is for seasonal dwellings only, and there will be no winter snow removal. It is further understood that the lands shall not be subdivided into tracts having less than two acres. Each such dwelling and related out building so constructed shall:

(a) Be so situated on a lot so that no portion thereof shall be closer than fifty (50) feet from the legal subdivision boundary, and the same distance from each side boundary provided, however, an exception may be granted by Aspen Associates Architectural Committee when required by topography or other physical conditions.

(aa) All construction shall be of natural woods only but may be stained or painted in natural earth colors only.

(ab) A complete set of plans, including colors to be used, plot plans showing location of house or cabin, roadwork and trees to be removed, must be presented to the Architectural Control Committee prior to construction. Planning and care will be exercised in the preparation of site plans, as to allow for removal of a minimal amount of trees and vegetation.

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120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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).



(b) Contain adequate provisions for private sewage, an adequate legally accepted sewage system must be installed for such residence, and it shall comply with the rules, regulations and standards required by the State and County departments of health and be approved in writing by same. There will be no public water system. All property owners wishing to have water must drill their own well.

(c) Be adequately wired for electricity in full compliance with the requirements of the United States Electrical Contractor's Code, and all electric, telephone and other utility lines shall where practicable be buried below the surface of the ground in adequate conduits.

(d) All plans for construction shall be approved by said Aspen Associates Architectural Control Committee for aesthetic harmony and location.

(e) Be completed externally within twelve (12) months after commencement of construction. Expandable designs will be permitted when the complete design, showing all progressive stages of construction, has been approved by Aspen Associates Architectural Control Committee. Temporary structures including mobile homes used during construction shall be removed within one (1) year and shall otherwise not be allowed. No permanent mobile homes shall be allowed.

2. No permanent pasturing or keeping of horses shall be allowed on any of the property, however, horses will be allowed on the property but in no event for a period to exceed a total of thirty (30) days per year; provided that the Architectural Control Committee shall have the authority to order the removal of said horses, whenever in its sole discretion the same have been on the premises an unreasonable length of time. The entire premises shall be fenced, kept clean, and sanitary at all times. All owners shall be responsible for the control of their own pets. All pets shall be restricted to the owner's property unless otherwise permitted by adjoining property owners. In the event a controversy should arise regarding the keeping of pets and cleanliness and sanitary conditions thereof, the results shall be determined by the Natrona County Health Officer. In addition, the owner of the property shall not permit the accumulation of weeds, brush, rubbish, junk, junk cars of any kind, unlicensed cars, appliances, etc., or allow or permit said premises, or the animals thereon, to become a nuisance or offensive, or to annoy the owners of adjacent lands. All garbage containers shall be completely enclosed and covered at all times.

3. Temporary sheds or shelters erected by building contractors or builders of residence or other permitted building shall be allowed, but in no event for a period longer than one (1) year; provided that the Architectural Control Committee shall have authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time. Recreational vehicle may be parked on the property or used for living purposes for periods not exceeding in total ninety (90) days per year.

4. No grading or contouring shall be permitted which will stop, dam up or otherwise direct or interfere with the natural drainage

of surface waters. No irrigation flow may be restricted as between tracts.

5. All other improvements built or installed upon any of the land, including but not limited to garages, gates, fences, barns or animal shelters, arbors, one guest house per residence or other permanent or temporary structures of any kind shall be approved by the Aspen Associates Architectural Control Committee prior to construction or installation.

6. Nonexclusive ingress and egress to other lands is hereby reserved access all existing roads and other ways and across the land as is an easement and right of way not exceeding fifty (50) feet in width along such roads and fifty (50) feet for installation of electric, gas, telephone, and other utilities, which rights and easements may be assigned or conveyed to any recognized utility company is also reserved.

7. Existing roads and such additional roads as may be constructed by developers or the Homeowners' Association shall be utilized for access to all tracts, except such entry roads as may be required to be constructed for entry to a residential site. No such roads, other than private entry roads, shall be closed by gates or fences though cattle guards may be installed.

8. All tracts shall have a ten (10) foot easement located around the perimeter of said tracts.

9. The covenants and restrictions herein contained are mutual considerations accepted and entered into by and among the developers signatory hereto and purchaser of the land and shall be covenants running with the land, binding upon all subsequent purchasers and owners of the land described on Exhibit "A", and upon their heirs, personal representatives, successors and assigns for a period of time ending March 1, 1991, 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 land has been recorded agreeing to change said covenants in whole or in part.

10. Enforcement shall be by any proceedings 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.

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

12. Lots 3, 4 and 5 of Aspen Subdivision do not constitute a lot split because of Silverleaf Road roadway and building is herein restricted to the west side of Silverleaf Road, and no structures other than fences will be permitted on the east side of Silverleaf Road.

Signed as the owners of Aspen Associates.

RONALD A. REED  
Ronald A. Reed

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D. KIETH SPENCER  
D. Kieth Spencer

STATE OF WYOMING )  
 ) SS  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by RONALD A. REED and D. KIETH SPENCER this 12th day of June, 1980.

Witness my hand and official seal.

(NOTARIAL SEAL)

MAREILE SCHUMACHER  
Notary Public

My Commission Expires:

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