COVENANTS Restricting and Governing Land Use and Development

Know all men by these presents:

That Whereas, Homer R. Lathrop and Virginia Lathrop, husband and wife, are the owners of Brookhurst, a subdivision of parts of Section 32, Township 34 North, Range 78 West, 6th P.M. and Section 5, Township 33 North, Range 78 West, 6th P.M., Natrona County, State of Wyoming, as shown on the plat thereof duly recorded on November 7, 1972, in the office of the County Clerk and Ex-Officio Register of Deeds in and for Natrona County, State of Wyoming, in Book 294 of Deeds, at Page 22, all of the lands and lots contained in which subdivision are intended to be affected and covered by the covenants hereinafter set forth, and

Whereas, in order to promote the general purpose of maintenance of Brookhurst as a semi-rural, non-commercial area, suitable for rural living with a minimum of congestion, and to promote the ownership and use of pleasure horses, the undersigned owners desire hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

Now, therefore, for and in consideration of premises, the undersigned parties do hereby make, publish, declare and impose upon all of the real property situate and included within the aforementioned subdivision, the following restrictions and limitations governing the use and development of all Lots within said subdivision, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in said subdivision, to be binding upon the undersigned and all persons claiming by, through or under them and likewise to be for the benefit of, as well as limiting and restricting, all future owners of Lots within said subdivision.

I.

Permitted Uses and Limitations

1.1 No building or structure shall be erected, placed, or permitted to remain on any Lot other than one, private, single family dwelling, specifically designed for the use and occupancy of one family, together with such outbuildings as are required under paragraph 1.3 below. Trailer houses or mobile homes installed in accordance with the standards and requirements hereinafter set forth are specifically permitted; with the exception of such properly installed trailer houses and mobile homes, no temporary building or dwelling shall be erected, placed or be permitted to remain on any Lot, provided, however, that temporary structures may be permitted for a period of no longer than one year during the course of construction of an approved permanent structure.

1.2 Further subdivision of any Lot or Lots is prohibited.
1.3 Subject to the approval of the Committee, the care
and feeding of livestock or poultry is permitted. With such ex-
ception, use of the premises for commercial, business and trade
purposes is prohibited. Use of the premises for a boarding or
rooming house shall be deemed a prohibited commercial or business
use. Adequate shelter shall be provided for any domestic animals,
poultry, fowl and livestock kept on the premises and the same shall
be contained on the owner's Lot or Lots.

1.4 The entire premises shall be kept clean and sanitary
at all times, free of nuisance. The accumulation of weeds, rubbish
or junk of any kind is not permitted. All garbage containers shall
be completely enclosed and covered at all times. Storage of un-
licensed road vehicles is not permitted and same may be removed by
the Committee after thirty (30) days notice to the owner of the Lot
where found. The Committee is likewise authorized to remedy any
unsanitary or unsightly condition if not remedied by the owner upon
thirty (30) days notice. All costs incurred by the Committee in
any such connection shall be borne by the Lot owner and shall con-
stitute a lien against the Lot or Lots involved, foreclosable by
action on default of the owner in bearing such costs.

1.5 No parking is permitted within the right-of-way of
roadways or bridle paths. Each property owner within the subdivi-
sion must provide adequate "off-street" parking for themselves,
their guests and invitees.

II.

Construction Standards and Requirements

2.1 Each tract containing one or more Lots under one
ownership must be enclosed by a fence within ninety (90) days of
occupancy. The fence shall be a 32-inch woven wire with two
strands of barbed wire above, the posts to be no more than
20 feet apart, provided, however, that a substantially equiv-
alent fence may be constructed if approved by the Committee.

2.2 Permanently installed trailer houses and mobile
homes are permitted, the same to be "set" no more than 24 inches
above ground level and to be properly skirted and provided with
adequate tie-downs. Proper maintenance so as to avoid unsightly
conditions shall be required.

2.3 Grading or contouring which may unreasonably
impede, dam, divert or otherwise interfere with the natural
drainage of surface waters or streams shall not be permitted.

2.4 No structure shall be placed within 25 feet
of the front line of a Lot, except in the instance where the
general purpose might be better served by an exception, which
exception must be specifically approved by the Committee.

2.5 Each Lot on which a dwelling is constructed,
erected or installed shall have adequate provision for disposition
of sewage, which provisions shall be subject to the approval of
the governmental authority having jurisdiction in the premises. Any water supply for domestic purposes shall be subject to the approval of the appropriate governmental authority.

2.6 No improvement shall be erected or placed on any lot in said subdivision, nor shall any improvement be enlarged, remodeled or altered until the plans, design and specifications therefor, together with a plot plan showing the location thereof on such lot, shall have been submitted to the Committee and approved in writing by the Committee. In the event the Committee neither approves nor disapproves such plan within thirty (30) days from the date of submission thereof, such plan shall be deemed to have been approved.

III.

Easements

3.1 An easement and right-of-way for the construction, operation, maintenance and removal of utilities serving all or any part of the subdivision or adjacent lands is hereby established in all roads and along the boundary lines of all lots, as depicted on the recorded plan.

3.2 An easement consisting of a strip ten (10) feet in width on each side of every roadway, for use as a bridle path, is hereby established. No fence will be permitted to obstruct the easement so established.

IV.

Control Committee

4.1 There is hereby established a control committee ("Committee"), consisting of three (3) members. Homer R. Lathrop, Gordon Shipman and Morris R. Hassey, all of Casper, Wyoming, shall serve as the initial members of the Committee. Homer R. Lathrop shall have the unqualified right to designate replacement members, including replacement of himself, at any time and from time to time, at his sole discretion, provided only that at such time as two-thirds, by number, of the lots in the subdivision have been sold or subjected to contract for sale, ownership of at least one lot within the subdivision shall be a necessary qualification for membership on the Committee.

4.2 The Committee shall have all requisite power and authority to administer and enforce the foregoing covenants, to the end that the general purpose shall be served, and shall have the right and power to grant and approve such exceptions and variances therefore as are consistent with the general purpose.

4.3 The foregoing covenants are subject to repeal or substantial and material amendment only upon the majority vote of the owners. For voting purposes, each lot shall be assigned one vote and a majority only of those voting shall carry the affirmative on any question submitted for vote. A
vote may be called for by the Committee at any time. The owners of 10% of the Lots, by number, shall likewise be entitled to call for a vote.

V.

Term

The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof and shall remain in force and effect thereafter for successive ten (10) year periods, unless by agreement by the majority of the then owners of Lots in the subdivision, the terms and provisions hereof are changed, modified or abrogated, in whole or in part, either at the end of the first twenty (20) year period or at the end of any succeeding ten (10) year period.

VI.

Enforcement

In the event of the violation or the attempt to violate any of the covenants therein contained, it shall be lawful for the Committee, or any person owning any Lot in said subdivision, to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or to obtain injunctive relief, or both damages and injunctive relief, all as may be appropriate in the circumstances.

IN WITNESS WHEREOF, these covenants have been executed at Casper, Wyoming, on this 3/4th day of October, 1972.

\[Signature\]

Homer R. Lathrop

Virginia Lathrop

STATE OF WYOMING } SS.
COUNTY OF NATRONA 

The foregoing instrument was acknowledged before me by HOMER R. LATHROP and VIRGINIA LATHROP, husband and wife, this 3/4th day of October, 1972.

\[Signature\]

Notary Public

My Commission Expires:
WARRANTY DEED
HOMER R. LATHROP and VIRGINIA A. LATHROP, husband and wife

GRANTOR: Homer R. Lathrop and Virginia A. Lathrop, husband and wife

GRANTEE: Jerry L. Leikam and Karen M. Leikam, husband and wife

County, and State of Wyoming, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO:

Lot 8 of Brookhurst, a subdivision of parts of Section 33, Township 34 North, Range 78 West of the 6th P.M. and Section 6, Township 33 North, Range 78 West of the 6th P.M., as shown on the plat thereof recorded in Book 262 of Deeds at page 50 of the records of Natrona County, Wyoming. Provided, however, that all water and ditch rights appurtenant to property herein described are expressly reserved and retained by sellers. An easement for the installation and maintenance of underground utilities which is coincident with the bridle path easement as shown on the foregoing plat and described in said covenants is further hereby reserved to sellers their successors and assigns. With covenants of record. Consisting of 2.070 acres more or less.

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INSTRUMENT NO. 327293

COUNTY CLERK

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Homer R. Lathrop and Virginia A. Lathrop, husband and wife

Homer R. Lathrop and Virginia A. Lathrop, husband and wife

COUNTY CLERK

My Commission Expires Sept. 19, 1977

Title of Officer
QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That

Jerry L. Leikam, a single person, and Karen M. Davis, formerly Karen M. Leikam,
a single person,
of the County of Natrona State of Wyoming

in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration

DOLLARS
to them in hand paid by Jerry L. Leikam, a single person

whose address is 510 Connellville Rd, Casper, WY 82604.
The receipt whereof is hereby confessed and acknowledged, ha ve re minded, released, and forever quitclaimed
and by these presents do for their heirs, executors and administrators,
remis, release and forever quitclaim unto the said Jerry L. Leikam, a single person

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as

he have or ought to have, in or to all the following described premises, to wit:

Lot 6 of Block 8 of Brookhurst, a subdivision of parts of Sections 32,
Township 34 North, Range 78 West of the 6th P.M., and Section 5, Township
33 North, Range 78 West of the 6th P.M., as shown on the plat thereof
recorded in Book 262 of Deeds at page 83 of the records of Natrona County.
Subject to any reserved water and ditch rights and to any reserved rights
for the installation and maintenance of underground utilities, and subject to
any other restrictions, covenants or encumbrances of record. Consisting
of 2.070 acres more or less. Natrona County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the
State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said

Jerry L. Leikam, a single man,
heirs and assigns, to his and their own proper use and behoove forever. So that neither Jerry L. Leikam,
a single person, and Karen M. Davis, formerly Karen M. Leikam, a single person
nor any other person in their name or behalf, nor either of us or any other person in our or either of our
names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof,
but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, the hand s and seal this day of June 1982.

Signed, sealed and delivered in the presence of:

Jerry L. Leikam
Karen M. Davis, formerly Karen M. Leikam

(Seal)
(Seal)