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 33 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 1, 1972, in the office of the County Clerk and Ex-Officio Register of Deeds in and for Natrona County, State of Wyoming, in Book 264 of Deeds at Page 21, 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.
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).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Central Street • Casper, WY 82601 • (307) 237-9486

Part A

II. Construction Standards and Requirements

Under one of the conditions of occupancy, the fence shall be at least 6 inches high and out of sight. The fence shall be at least 6 inches high and out of sight. The fence shall be at least 6 inches high and out of sight.

2. Each property owner within the subdivision must provide adequate off-street parking for their guests and invites.

2.4 No structure shall be placed within 25 feet of the front line of a lot, except in the instance where the Committee, in its discretion, may approve.

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2.6 The Committee, in its discretion, shall approve the construction of a fence.

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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. Massey, 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 therefrom 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 Lot 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.

Homer R. Lathrop

Virginia Lathrop

STATE OF WYOMING  
)
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.

Notary Public

My commission expires:
WARRANTY DEED

HOMER R. LATHROP and VIRGINIA A. LATHROP, husband and wife

Grantee, of Natrona 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,

JERRY L. LEIKAM and KAREN M. LEIKAM, husband and wife

Grantee, of 5750 Evansville Route, Box 23, Evansville, Wyoming 82636 Natrona County, and State of Wyoming

the following described real estate, situate in Natrona County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 6 of Block 8 of Brookhurst, a subdivision of parts of Section 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 252 of Deeds at page 50 of the records of Natrona County. 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.

RECORDED Mar 2 19 8:12:38 CLOD PM

INSTRUMENT NO. 3272203

JOHN J. TOBIN
COUNTY CLERK

WITNESS: Our hands this 12th day of December 1975

[Signature]
[Signature]

STATE OF WYOMING
COUNTY OF NATRONA

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

this 12th day of December 1975

[Signature]

Title of Officer

[Stamp]
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 5758 Connnecville Rd. Casper, WY 82604

the receipt whereof is hereby confessed and acknowledged, and have, and do hereby remised, released, and forever quitclaimed and by these presents do...for...their...heirs, executors and administrators, remise, 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
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 Section 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 50 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.

RECORDED June 20th 1990 at 3:38 o'clock AM
INSTRUMENT NO. 477398

JOHN J. TOWN NATRONA COUNTY CLERK CASPER, 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 behoof 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, or 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, they have hereunto set their hand, and seal this...day of...June...A.D. 1990.

Signed, sealed and delivered in the presence of: K. (SEAL)
Jerry L. Leikam (SEAL)
Karen M. Davis, formerly Karen M. Leikam (SEAL)