WHEREAS HALLMARK REALTY, INC., a Wyoming Corporation, is the sole owner of all the property described as Lots 14 through 25, Block 6; Lots 1 through 24, Block 7; Lots 1 through 24, Block 8; Lots 1 through 12, Block 9; Lots 1 through 4, Block 10; Lots 1 through 4, Block 11; and Lots 1 through 4, Block 12; all in Buena Vista No. 3, a subdivision in the Town of Evansville, County of Natrona, Wyoming, according to the recorded plat thereof and for the mutual benefit of all the subsequent owners of the premises by imposing on said premises the covenants and restrictions hereinafter set forth, which covenants are to run with the land and bind the owners and occupants of such properties forever. Those Protective Covenants dated April 26, 1971 and recorded May 4, 1971 in Book 56 of Miscellaneous page 253 are hereby rescinded and cancelled.

1. Land and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than two cars.

2. Building Location: No building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line; no dwelling shall be located closer than three feet to a side lot line, provided there is a total combination side yard between houses of 10 feet and a total of 10 feet side yard per site. Except where garages or carports are adjacent to each other, side yards may be 3 feet. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In event a house is turned on a corner lot to face the side street the minimum setback shall be 20 feet from each street lot line.

3. Lot Area and Width: No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 50 feet at the minimum building setback or any area less than 4,000 square feet.

4. Floor Area: No dwelling shall be constructed having a habitable floor area immediately above the foundation walls of less than 650 square feet or a cost of less than $6,000.00.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.

6. Nuisances: No noxious, offensive, or commercial activity shall be carried on upon any lot.

7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All construction shall be new and no existing structures shall be moved from any other location to any site in this subdivision.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of no more than five square feet advertising the property for sale or rent, or signs used by building contractors to advertise the property during the construction and saleswork period.

9. Oil and Mine Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. Livestock and Poultry: 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.

11. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incineration or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Yard fences, wall, or hedges may extend only from the rear of the lot to the front of the house thereon, and there shall be no front yard fencing, walls, or hedges.

13. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty five (35) years from the date these covenants are recorded, after such time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

14. Enforcement: Enforcement shall be through the Architectural Control Committee or by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. (a) Architectural Control Committee Membership: The Architectural Control Committee shall be composed of Clement F. Hausman, Leon A. Denham, Jr., and Charles D. Eckman. These members may designate a representative to act for it. In the event of death, resignation of any member of the committee, the remaining members may designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant, nor shall any of said committee members, their representatives or successors be liable in damages. Any decision shall be made by majority control.

(b) Procedure of Architectural Control Committee: The purpose of the Architectural Control Committee shall be to make decisions on such matters not clearly defined by these covenants, or such matters appertaining to the ultimate development of the subdivision. Such decisions will be given no later than thirty (30) days from date of complaint.

(c) Procedure: The Committee’s approval or disapproval as required in these covenants shall be in writing. In the event committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or the failure
of such representative to approve or disapprove any proposed building plan
shall not in any way relieve the owner or the builder from his legal res-
ponsibility to comply with the covenants, conditions, and restrictions con-
tained herein.

16. Severability: Invalidation of any one of these covenants by judgment
of court order shall in no wise affect any of the other provisions which
shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal at
Evansville, Wyoming this 16th day of June 1971.

HALLMARK REALTY, INC.

CLEMENT F. HAUSMAN, President

JODY M. VOELKER, Asst. Sec.

SEAL

STATE OF WYOMING

COUNTY OF NATRONA

The above and foregoing instrument was subscribed and sworn to before me
this 17th day of June 1971 by Clement F. Hausman,
President and Jody M. Voelker, Asst. Secretary, Hallmark Realty, Inc.

SEAL

MARY L. HEMLER
Notary Public

My commission expires: April 17, 1974