WHEREAS TREASURE CHEST HOMES, a joint venture composed of Sun Homes, Inc., and Del Mar Homes, Inc., Wyoming Corporations, are the sole owners of all of Blocks 2 and 3 in Buenas Vistas Subdivision, Blocks 1 through 4 Town of Evansville, Natrona County, Wyoming. According to that certain plat recorded November 6, 1961 in Book 40 of Miscellaneous on page 232 and for the mutual benefit of all of the subsequent owners of the 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.

The unplatted portion of Block 3 which lies west of lots 1 to 15, block 3 is to be used for single family residences subject to the Restrictive Covenants set forth herein.

This instrument is also to rescind those certain Restrictive Covenants dated October 10, 1961 and recorded November 6, 1961 in Book 40 of Miscellaneous on page 232.

1. Land Use 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. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line as provided by the Town of Evansville Ordinances appertaining thereto. In any event 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 5 feet to a side lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, proviso, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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 building shall be placed upon any lot in this subdivision having a floor area of less than 650 square feet on any one level and a cost of $6,000.00.

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

6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any nuisance or nuisance to the neighborhood.

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 a building contractor 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 apparatus 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 purposes.
11. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for 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 rear 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 twenty-five years from the date these covenants are recorded, after such time said covenants shall be automatically extended for a successive period of ten 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 in 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, Ralph F. Tack and Gerald E. Crank. These members may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining member 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 matter appertaining to the ultimate development of the subdivision. Such decisions will be given no later than thirty 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 the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or the failure of such representative to approve or disapprove any proposed building plans not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained 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 party hereto has set its hand and seal at Evansville, Wyoming, this 9 day of December, A.D., 1962.

TREASURE CREST HOMES, A JOINT VENTURE

CLEMENT F. HAUSMAN
CLINTON F. HAUSMAN, Pres., Del Mar Homes, Inc. General Partner

RALPH F. TACK, Pres., Sun Homes, Inc. General Partner
State of Wyoming

County of Platte

On this 3rd day of December, 1962, before me personally appeared Clement G. Hausman to me personally know, who, being, by me duly sworn, did say that he is the President of Del Mar Homes, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of Treasure Chest Homes and said corporation by authority of its Board of Directors, and said Clement G. Hausman acknowledged said instrument to be the free act and deed of said corporation and Treasure Chest Homes, a joint venture.

Given under my hand and notarial seal this 3rd day of December, 1962.

[Signature]

My commission expires: [Signature]

[Signature]

Notary Public