

Compliments of
FIRST AMERICAN TITLE INSURANCE CO., INC.
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).

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Homer M. Coleman and Helen L. Coleman, husband and wife, are the owners of all that certain real property situate in Natrona County, State of Wyoming, which property is described on Exhibit "A" attached hereto, and ~~whereas~~ in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said real property restrictions and limitations hereafter set forth.

NOW, THEREFORE, for and in consideration of the premises, Homer M. Coleman and Helen L. Coleman, do hereby make and by these presents make, publish, declare and impose upon all of the real property described on Exhibit "A" hereto, the following restrictions and limitations governing the use and development of all lots within the subdivision of said property, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in such subdivision, shall be effective upon the sale of the first lot in the subdivision and shall be binding upon the undersigned and all persons claiming under it from and after the first lot sale, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within such subdivision, to

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1. Zoning Regulations. No land within the subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

2. Uses. Each lot within the subdivision shall be utilized for one single family residential site only.

3. Prohibited Activities. Except for businesses presently existing and except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, no business, commercial or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained, or conducted on any lot in the area or on any improvement erected or placed thereon, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted on any lot in the area.

4. Signs. One "for rent" or "for sale" sign, which shall be no larger than six square feet shall be permitted. One entrance gate sign identifying the owner or company of the property, of reasonable size and style shall be permitted. No other advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered or permitted on any tract or lot.

5. Animals and Livestock. It shall be permissible for the owner of a lot to maintain not more than two (2) dogs and one (1) cat, and one (1) household pet.

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in such numbers so as not to constitute a nuisance to other owners of the subdivision.

6. No Re-subdivisions. No lot reflected on the recorded plat shall be re-subdivided into smaller tracts or lots nor conveyed or encumbered unless the entire lot is so conveyed or encumbered; however, conveyances or dedications of easements for utilities or private lands or roads may be made.

7. Combining Tracts. If two or more contiguous residential tracts are owned by the same owner or owners, they may be combined into one or more larger residential tracts. Thereafter, the new or larger lot or tracts shall each be considered as one lot for the purpose of these covenants.

8. Service Yards and Trash. Clotheslines, service equipment, trash, woodpiles and storage areas shall be maintained in a sightly manner. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate.

9. Number and Location of Buildings. No buildings or structures shall be placed, erected, altered or permitted to remain on any residential lot other than (a) one detached single family dwelling; (b) an attached or detached garage; and (c) one small service type building.

10. Mobile Homes. Mobile homes shall be deemed residences within the meaning of these covenants if they are maintained in a sightly manner and are set on solid foundations or adequately tied down and screened.

11. Provisions for Sewage. With respect to each dwelling erected on any lot or tract, adequate provisions

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for sewage should be made, and where a community sewer system is not available, an adequate, accepted sewage system must be installed for each residence and it shall comply with the rules, regulations and standards required by the state and local departments of health; and be approved in writing by the same.

12. Building Codes. Each residence and each building constructed on any of the lots or tracts shall be adequately wired for electricity in full compliance with the requirements of the National Electric Code and each building constructed shall comply with all building codes in effect within any political subdivision having jurisdiction over the property covered by these covenants.

13. Enforcement Actions. Any person acquiring any of the tracts or lots of this subdivision who shall be aggrieved by the actions of any other landowner shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of himself and all or part of the other owners of lands within the subdivision. In addition, each owner shall have the right to prosecute for damages by reason of any covenant violation.

14. Limitations on Actions. In the event any construction, alteration or site work is commenced upon any portion of the subdivision in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to the party aggrieved.

15. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any

court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

16. Binding Effect. The covenants and restrictions herein contained, are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision, from and after the sale of the first lot, and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns for a period of time ending June 1, 1995, after which time said covenants shall be automatically extended for five (5) successive terms of ten (10) years each unless, at the end of the initial term or of any successive period an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23rd day of June, 1976.

Homer M. Coleman
Homer M. Coleman

Helen E. Coleman
Helen E. Coleman

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Homer M. Coleman and Helen E. Coleman, husband and wife, this 23rd day of June, 1976.

[Signature]
Notary Public

My Commission Expires:

[Blank box for commission expiration date]

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Part of the S.E. 1/4 of SECTION 1 and part of the N.E. 1/4 of SECTION 12, Township 33 North, Range 80 West of the 6th P.M., Natrona County, Wyoming, more particularly described as follows:

Beginning at a point which is the intersection of the Northeast line of MASEK SUBDIVISION and the North line of the N.E. 1/4 of Section 12, Township 33 North, Range 80 West, from which point the Northwest corner of said N.E. 1/4 bears S 31°19'00" E a distance of 162.40 feet; thence N 31°54'00" W, along the Northeast line of MASEK SUBDIVISION produced northwesterly, a distance of 15.70 feet to the Southeast line of vacated Oregon Trail; thence continuing along the last described course, a distance of 15.65 feet to the Southeast line of Oregon Trail; thence W 42°18'00" E, along the Southeast line of Oregon Trail; a distance of 84.60 feet; thence N 32°41'00" E, along said Southeast line, a distance of 271.55 feet to the East line of Second Avenue extended southerly; thence N 0°20'52" W, along said extended East line, a distance of 73.33 feet to the centerline of vacated Oregon Trail; thence N 32°41'00" E, along said centerline, a distance of 22.91 feet; thence S 32°12'00" E, a distance of 44.10 feet to a point on the Southeast R.O.W. of vacated Oregon Trail, which point is on the Northeast line of the parcel described in Book 229 of Deeds at Page 285 of the Natrona County Records; thence S 31°54'00" E, along the Northeast line of said parcel, a distance of 462.51 feet to the Northwest line of SUNDOWN SUBDIVISION; thence S 53°03'00" W, along the Northwest line of SUNDOWN SUBDIVISION and SUNDOWN NO. 2, a distance of 250.97 feet; thence N 31°54'00" W, along the Northeast line of SUNDOWN NO. 2, a distance of 16.04 feet; thence S 53°03'00" W, along the Northwest line of SUNDOWN NO. 2, a distance of 200.00 feet to the Northeast line of MASEK SUBDIVISION; thence W 31°54'00" W, along said Northeast line, a distance of 257.60 feet to the point of beginning, containing 170,751 square feet or 3,920 acres, more or less, excepting, however, the following parcel:

A parcel being portions of the S.E. 1/4, Section 1 and the N.E. 1/4, Section 12, T. 33 N., R. 80 W., of the 6th Principal Meridian, Natrona County, Wyoming and being more particularly described as follows:

Beginning at a point on the line common to said Section 1 and 12, said point being located N. 39°19' E., 162.4 feet from the W 1/4 corner on said common section line; thence from said point of beginning, N. 31°54' W., along the produced northeasterly line of Masek subdivision, a distance of 49.33 feet to an intersection with the centerline of old Oregon Trail Road, an 80 foot wide road; thence along the centerline of said road, N. 35°38' E., 110.60 feet to a point; thence S. 31°54' E., 195.38 feet to a point; thence S. 58°05' E., 100.00 feet to a point on the northeasterly line of Masek subdivision; thence along the northeasterly line of said Masek subdivision, N. 31°54' E., 100.00 feet to the point of beginning.

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