PROTECTIVE COVENANTS

DEERHAVEN NO. 2, a Subdivision being a portion of the E¼NE¼ of Section 21, Township 32 North, Range 79 West of the 6th P.M., Natrona County, Wyoming.

THIS DECLARATION, made this 24th day of November, 1971, by WORLENGO, a partnership consisting of H. L. Worthington and Elmer C. Lenhart, of Casper, Natrona County, Wyoming, hereinafter called the “Declarant,”

WITNESSETH:

WHEREAS Declarant is the owner of all of the lots in Deerhaven No. 2, a subdivision being a portion of the E¼NE¼ of Section 21, Township 32 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, a plat of which has, prior to the execution of these covenants, been recorded in the office of the County Clerk of Natrona County, Wyoming; and

WHEREAS Declarant is desirous of subjecting all of the real property in Deerhaven No. 2 to each and all of the covenants, restrictions and reservations hereinafter set forth, each and all of which are for the benefit of the property and subsequent owners thereof and shall inure to the benefit of and pass with said property and each and every lot and part of lot thereof and shall bind and apply to the successors in interest of any and all owners thereof;

NOW, THEREFORE, Declarant hereby declares:

1. That the real property in Deerhaven No. 2, a subdivision being a portion of the E¼NE¼ of Section 21, Township 32 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth.

2. Said real property is subjected to the covenants, restrictions, conditions, reservations and easements hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve as far as practicable the natural beauty of said property; to secure and maintain proper setbacks from lot lines; and to, in general, provide adequately for protection of the values of investments made by purchasers of building sites therein and to prevent undue inconvenience to others in the area by any owner or user of building sites in Deerhaven No. 2.

3. No building shall be located on any building site closer than twenty-five feet distant from any lot line for all sites covered by these covenants, including any lot line of subdivided lots as hereinafter provided.
4. Fencing of lots is permitted; however, the said fence shall be a neat, orderly and sightly fence on or adjacent as near as practicable to the lot line and in no event over the lot line owned by the person or persons constructing the fence, and, if said fence be constructed of wire, barbed wire may not be used in whole or any part.

5. Installation of any water supply or sewerage facility shall have prior approval of the Natrona County Health Department before the beginning of construction and be inspected by said Department upon completion of said construction.

6. No store, shop, repair shop, garage, restaurant, dance hall or other place of public amusement or enterprise, or any group, religious, fraternal, youth or other multiple organization use or ownership of the lots or any part thereof shall be allowed, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the other owners of lots in Deerhaven No. 2.

7. The following numbered lots shall be used for one building site only, being Lots 16, 17, 21, 22, 23, 24, 25 and 26.

The following numbered lots: 18, 19 and 20 may be subdivided, providing that any subdivision shall not create a building site of less than 1.75 acres on any tract following subdivision.

With respect to any of the above tracts subdivided, the restrictions and requirements herein contained shall apply in all respects to both the original and subdivided lot.

8. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote of a majority of the then owners of lots in Deerhaven No. 2, it is agreed to change said covenants in whole or in part.

9. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

MADE, DATED AND SIGNED the day and year first above written.

WORLENCO, a partnership

By: H. L. Worthington

Elmer C. Lenhart

Partners
STATE OF WYOMING  )
COUNTY OF NATRONA ) ss

On this 24th day of November, 1971, before me personally appeared H. L. Worthington and Elmer C. Lenhart, sole partners in Worlenco, a partnership, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as such partners.

Given under my hand and notarial seal, the day and year in this certificate first above written.

Thelma I. Allen, Notary Public

My Commission Expires: April 10, 1973