

RECORDED Nov 9 1979 AT 1:15 P.M.
INSTRUMENT NO. 277092
JOHN J. TOBEN COUNTY CLERK

COVENANTS RESTRICTING AND GOVERNING LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS BARNARD DEVELOPMENT CORPORATION, a Wyoming corporation ("Owner"), is the owner of part of that certain real property situate in Natrona County, State of Wyoming, known and described as, and embraced within East-gate III, an Addition to the City of Casper, Natrona County, State of Wyoming ("Addition") as shown on the plat and dedication thereof ("plat") duly recorded in the office of the County Clerk and Ex-Officio Recorder of Deeds in and for Natrona County, State of Wyoming, instrument #263055; and;

WHEREAS, in order to insure the use and development of the Addition which is to be zoned for LOW DENSITY RESIDENTIAL purposes only, to prevent the impairment of the attractiveness thereof for such purposes and to maintain property values therein, the undersigned owner thereof desires hereby to make and impose upon the Addition the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, in consideration of the premises Owner does hereby and by these presents make, publish, declare and impose upon the lots in the Addition the following restrictions and limitations governing the use, development and occupancy thereof, and Owner does hereby specify and declare the following restrictions and limitations shall be and constitute covenants running with the land as to all lots in the Addition and shall be binding upon Owner and all persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of the lots, to wit:

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LOW DENSITY RESIDENTIAL

The following restrictions shall relate to all of the lots within Eastgate III:

1.1 Such lots shall be used exclusively for residential purposes and no building or structure shall be erected, placed, or be permitted to remain thereon other than one private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage.

1.2 No manufacturing, commercial, business or other enterprise, or any religious undertaking or activity of whatsoever kind or nature, including churches, religious meeting or gathering places, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot or in any structure erected or placed thereon, nor shall any structure thereon or any part thereof, be used as a boarding or rooming house, nor, to the extent Owner's title affords it the right to restrict such use, shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon, nor shall any signs, billboards or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed or be permitted to remain on any lot.

1.3 No trailer, camper, basement, garage, out-building, or any other structure of a temporary or mobile nature, shall be used on any lot as a place of residence or habitation, either temporarily or permanently, and, except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper-trailer, mobile home, boat, snowmobile or trailer therefor, tent, shack or any other structure mobile in character or of a temporary or insubstantial

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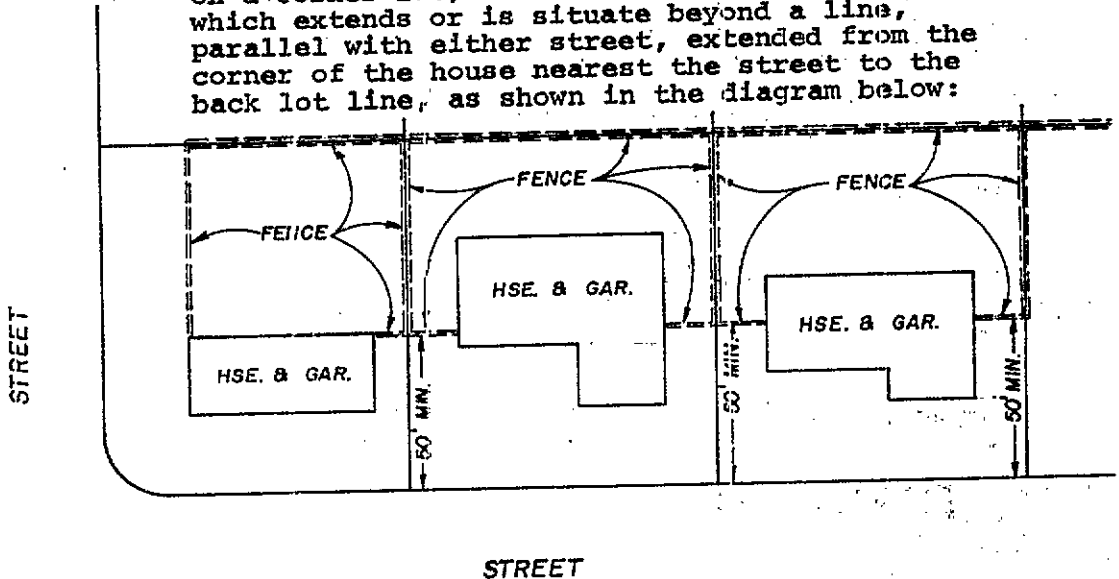


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nature shall be erected, placed or be permitted to remain on any lot.

1.4 With respect to the improvements to be erected and situate on the lots the following, together with all other provisions hereof, shall govern.

- (a) No residence or other improvements shall be constructed on the lots until the Plans therefor have been submitted to and approved by the Environmental Committee pursuant to the procedures outlined in Article II, below.
- (b) Yard fences, if any, must be constructed along the rear lot line and may extend only from the rear of any lot along the lot boundary lines (THE FENCED PORTION MUST INCLUDE UTILITY EASEMENTS) to a point on the lot line at right angles with the rear corner of the house or a point 50' from the front lot line whichever is lesser provided NO PART OF ANY SUCH FENCE SHALL BE FORWARD OF THE FRONT CORNERS OF ANY SUCH HOUSE AND THERE SHALL BE NO FRONT YARD FENCING OF ANY TYPE OR STYLE. Where a house is situate on a corner lot, there shall be no fencing which extends or is situate beyond a line, parallel with either street, extended from the corner of the house nearest the street to the back lot line, as shown in the diagram below:



- (c) No structures shall be erected, altered, placed, or permitted to remain on the lots other than a one detached single-family residence not to exceed twenty-five feet in height above an average ground level, and a detached or attached private garage for not more than three cars. No detached radio or television aerial shall be permitted, and no aerial attached to any residence or garage shall have a height exceeding three feet above the roof line of the residence or garage to which it is attached.

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- (d) No structure shall be located on any lot in such a manner as shall not meet the minimum City of Casper set-back, front and side-yard requirements. No structure shall be located on any interior lot nearer than 25 feet of the rear lot line nor closer than 10 feet to the side yard lot line. For purposes hereof, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.
- (e) Except for fences, which must be constructed along the rear lot line, if at all, no other structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.
- (f) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any such lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and provided there are not so many as to constitute a nuisance to neighboring lot owners.
- (g) Each residence in the Addition shall have an electric garbage disposal installed in the kitchen sink and shall have suitable garbage containers for trash and rubbish and if the container is outside the residence or garage, it must be an underground container of thirty-five (35) gallon capacity or more, and such underground container shall be mechanically adequate for the purposes thereof and shall be located where the same will not be subject to vehicular damage and shall not be located immediately adjacent to any driveway.
- (h) No vehicle of a size larger than the now standard American manufactured car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as motor homes, trucks, campers, house trailers, snowmobiles and snowmobile trailers, tractors and trailers (the foregoing enumeration is not intended to be exclusive, but only illustrative) shall be parked on the streets or any of the front portions, driveways or other ways of access of or to any such lot or lots for any substantially continuous period of more than 24 hours; all such vehicles shall be stored out of the area.
- (i) No noxious or offensive activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, shall be conducted on the lots nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the Addition.

ARTICLE II

ENVIRONMENTAL COMMITTEE

2.1 Environmental Committee: The Environmental Committee ("Committee") shall mean the Board of Directors of Owner, as said Board of Directors is presently constituted and shall be constituted from time to time in the future or a separate Committee composed of three (3) or more members named by such Board of Directors. Said Committee shall have and exercise all the powers, duties and responsibilities set forth in this instrument.

2.2 Approval by Environmental Committee: No residences shall be constructed on any lots within the subdivision unless plans for such construction be approved in writing by the Committee prior to the commencement of work. If the Committee fails to take action within thirty (30) days after plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, so long as such improvements comply with the restrictive covenants herein set forth as minimum restrictions.

2.3 Variations: Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference requires, the Committee may, by a two-thirds (2/3) vote, allow reasonable variations to the covenants herein contained.

2.4 General Requirements: The Committee shall exercise its best judgment with respect to all construction within the Subdivision in an effort to provide improvements that are complimentary to the natural surroundings and existing structures with the visual design, materials, color, site location, height, topography, driveway, grade, and finished ground elevation.

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2.5 Preliminary Approvals. Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Subdivision must own land in the subdivision; provided, that persons who contemplate the purchase of land may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete design plans are submitted and approved or disapproved but shall endeavor where practical to suggest such changes or alterations as may be required prior to final approval.

2.6 Plans: The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.

2.7 Committee Not Liable: The Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to property in the Subdivision, or any person or association submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents, or developer.

ARTICLE III

GENERAL

The paragraphs contained in this Article shall have application to all lots in the Addition.

3.1 Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Addition.

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3.2 The construction of residential improvements on any lot shall be completed not later than one year from and after the date upon which such construction was commenced; all lots shall be landscaped and planted with grass (or appropriate yard covering put in place) and trees or shrubbery of appropriate character and type within one year from and after the construction of improvements on any lot has commenced.

3.3 The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods, unless by written agreement, recorded in the real property records of Natrona County, Wyoming, of owners (including Owner's right to amend so long as it retains ownership of the required number of lots) of two-thirds (2/3) of the lots in the Addition, the terms and provisions hereof are changed, modified or abrogated in whole or in part.

3.4 In the event of the violation or any attempt to violate any of the covenants herein contained, it shall be lawful for the Owner (whether or not then owning any lot), or any person or group of persons hereafter owning any lot in the Addition, 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 attempt and/or to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions.

3.5 In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless,

remain in full force and effect for and during the full term hereof.

3.6 The covenants herein contained shall be binding upon the Owner, and upon all of Owners' successors and assigns, as to all of the lots in the Addition, and are imposed upon said lots as an obligation and charge against the land and lots specifically described for the benefit of Owner, its successors and assigns, and for the benefit of the lands and lots and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part of the above specifically described lots.

IN WITNESS WHEREOF, BARNARD DEVELOPMENT CORPORATION, a corporation, the Owner herein, has executed this instrument at Casper, Wyoming, on the 6th day of November, 1979.

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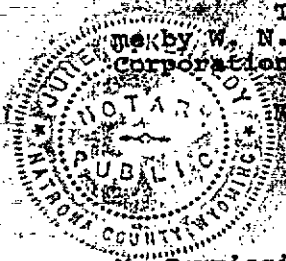


Secretary

BARNARD DEVELOPMENT CORPORATION,
a corporation

By W. H. Barnard
President

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)



The foregoing instrument was acknowledged before me by W. H. Barnard, President of Barnard Development Corporation, this 6th day of November, 1979.

Witness my hand and official seal.

James C. Kennedy
Notary Public

My Commission Expires:
May 20th, 1987

SUPPLEMENT TO COVENANTS RESTRICTING AND
GOVERNING LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS BARNARD DEVELOPMENT CORPORATION, a Wyoming corporation, ("Owner") is the owner of certain land situate in Natrona County, State of Wyoming, known and described as:

Blocks 13 and 14; Lots 3-8 Block 16; Lots 12-17 Block 18 of Eastgate IV, an Addition to the City of Casper, Natrona County, State of Wyoming,

("Addition") as shown on the plat and dedication ("plat") thereof duly recorded in the office of the County Clerk and Ex-Officio Registrar of Deeds in and for Natrona County, Wyoming; and

WHEREAS, said land was formerly known as:

All of Blocks 13 and 14; Lots 3-8 Block 16; Lots 12-17 Block 18; Eastgate III, a subdivision of the City of Casper, Natrona County, Wyoming,

and was subject to the restrictions and limitations set forth in those certain "Covenants Restricting and Governing Land Use and Development" ("Covenants") dated November 6, 1979 and recorded November 9, 1979 as instrument number 277092 in the records of the County Clerk and Ex-Officio Registrar of Deeds, Natrona County, Wyoming; and

WHEREAS, Owner desires that the replatted lands covered by the plat and dedication of Eastgate IV remain subject to the restrictions and limitations of the Covenants referred to above.

NOW, THEREFORE, in consideration of the premises Owner does hereby and by these presents make, publish, declare and reconfirm the imposition imposed upon the

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