PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting Property of

HJM LAND AND LIVESTOCK COMPANY,
a Wyoming corporation

THIS DECLARATION, made this 1st day of July, 1960 by HJM LAND AND LIVESTOCK COMPANY, a Wyoming corporation, hereinafter called the Declarant,

WITNESSETH:

WHEREAS Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Clause I hereof is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth.

Definition of Terms

Building site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling and other buildings may be erected in conformance with the requirements of these Covenants.

CLAUSE I

Property Subject to this Declaration

The real property which is and shall be held, conveyed, transferred and sold subject to the conditions, restrictions, covenants and reservations with respect to the purchase thereof set forth in the various clauses and subdivisions of these Protective Covenants is located in the County of Natrona, State of Wyoming, situate in the NE\(^{\frac{3}{4}}\)SW\(^{\frac{3}{4}}\) of Section 2 and the NE\(^{\frac{3}{4}}\)NW\(^{\frac{3}{4}}\) of Section 11, Township 32 North, Range 81 West of the 6th P.M., more particularly described as Lots 2 to 33 and 35 to 60, inclusive, Goose Egg Ranchos, a Subdivision in Natrona County, Wyoming as set forth in the Certificate of Dedication on file in the office of the County Clerk, Natrona County, Wyoming.
CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site hereof; 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 guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets; and to, in general, provide adequately for a high type and quality of improvement on said property and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites set forth in Clause I in the tract shall be known and described as residential, farm and/or ranch building sites. No structures shall be erected, altered, placed or permitted to remain on any said building site other than one detached, single family dwelling, private garages, guest houses, servants' quarters, barns and other outbuildings incidental to residential, farm and/or ranch use of the premises.

B. No building shall be erected, placed or structurally enlarged or altered on any building plot in Clause I hereof in said addition until the building plans, specifications and plot plan showing the location of such building alteration or enlargement have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of H. J. Clare, H. J. Clare, Jr. and Emily L. Clare or by a representative designated by a majority of the members of said committee. In the event such committee or its designated representative fails to notify the owner of the building site, by depositing in the United States mails, of its approval or disapproval of such design and location, within thirty days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after July 1, 1985.

Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located on any building site closer than forty feet distant from the front lot line for all sites covered by these Covenants, nor closer than thirty feet to any side street line. No building shall be located nearer than ten feet to any building site line.
D. No trailer, basement, tent, shack, garage or barn erected on a building site covered by these Covenants shall at any time be used as a human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

E. Fencing of yards is permitted; however, the front and side street lines of any lot may be fenced only with wood or woven wire. No barbed wire fencing is permitted on the street side of any lot. Wire may be used to augment wood if the fence is to be animal-tight.

F. No store, shop, repair shop, storage or repair garage, restaurant, dance hall or other public place of amusement, nor any noxious or offensive commercial enterprise, shall be carried on or conducted upon any lot described in Clause I within said subdivision, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood, except that the boarding of horses and the raising of livestock is permitted.

G. Lots 1 through 13 and 23 through 61 inclusive be and they are hereby firmly bound to pay 1/52 of the ditch and water charges and any other expenses incident to the furnishing of irrigation water to the Goose Egg Ranchos, a Subdivision, by reason of the water right from Goose Egg Springs, a tributary of the North Platte River, and the use of Goose Egg Springs Ditch; which charges shall be a lien upon the lots in said subdivision exercisable by HJM Land and Livestock Company or any successor firm, corporation or association obligated to pay for said water and maintain said ditch.

H. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1, 1985, 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 the lots it is agreed to change said covenants in whole or in part.

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 property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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.

Executed this 1st day of July, 1960.

HJM LAND AND LIVESTOCK COMPANY,
a Wyoming corporation

Attest: By: H. J. Clare, Sr., President

H. J. Clare, Jr., Secretary
THE STATE OF WYOMING

COUNTY OF NATRONA

On this 1st day of July, 1960, before me personally appeared H. J. Clare, Sr. to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of HJM LAND AND LIVESTOCK COMPANY, a Wyoming Corporation 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 said corporation by authority of its Board of Directors and said H. J. Clare, Sr. acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 1st day of July, 1960.

Melva Herbel, Notary Public

My Commission Expires: June 15, 1962