COVENANTS Restricting and Governing Land Use and Development

KNOW All Men by These Presents:

That Whereas Bruce L. and Kathleen A. Bommer, husband and wife (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 Grove West, 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 #376169; and;

Whereas, in order to insure the use and development of the Addition 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:

ARTICLE I

The following restrictions shall relate to all of the lots within the Grove West subdivision:

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. Further, it is the intent of these covenants that the dwelling should properly represent a very exclusive subdivision.
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, tent, shack, or any other structure mobile in character or of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot.

1.4 The minimum lot size will incorporate at least two continuous lots as per "plat" attached. This will require a minimum of 180' frontage on River Bend Road.

1.5 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 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.

(b) All construction shall be new, and no used building shall be moved from outside and placed on any such lot.
(c) 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 purposes and provided there are not so many as to constitute a nuisance to neighboring lot owners.

(d) Each residence in the Addition 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.

(e) No vehicle of a size larger than the 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 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.

(f) 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.

ARTICLE II

GENERAL

2.1 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.

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2.2 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.

2.3 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.

2.4 The covenants herein contained shall be binding upon the Owner, and upon all of Owner's 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, the Owners have executed this instrument at Casper, Wyoming on this 15th day of December, 1991.

OWNERS:

Donna D. Parker
Bruce L. Bummer, Husband

ATTEST:

Kathleen O. Bummer
Kathleen A. Bummer, Wife

STATE OF WYOMING )
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Bruce L. Bummer and Kathleen A. Bummer, Owners, on this 15th day of December, 1991.

Witness my hand and official seal.

Commission Expires: July 27, 1997

Elsie H. Stevens
Notary Public

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