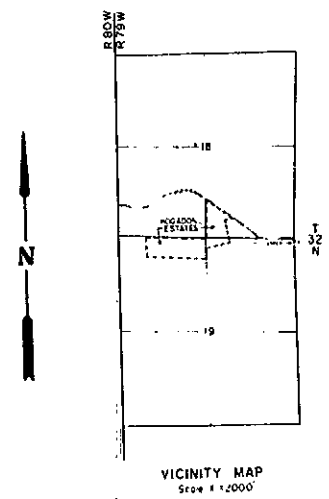
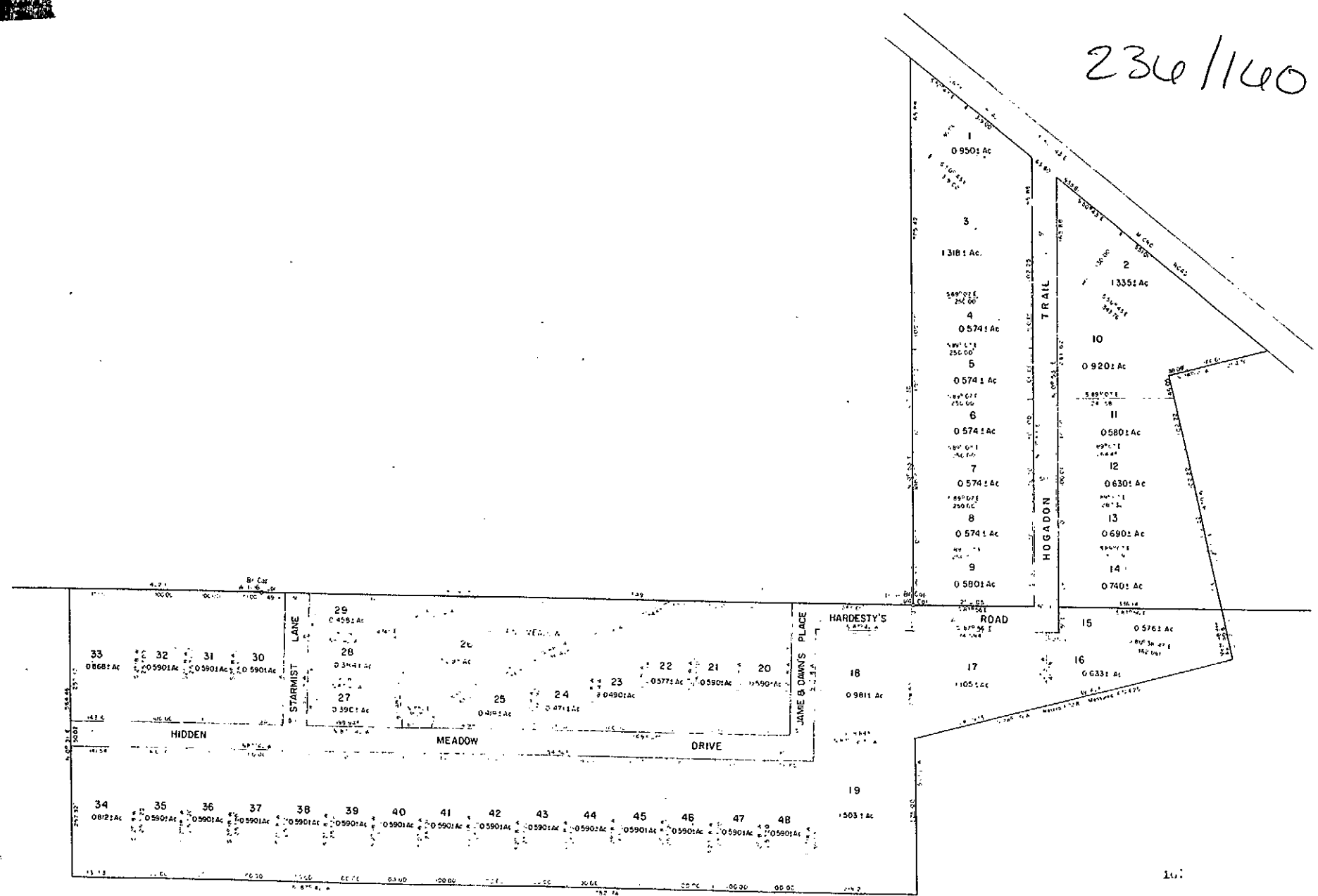


1250

236/140



**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING  
COUNTY OF NATRONA

I, R. Huber, Wyoming hereby certify that Lots 15 through 48 of the foregoing plat were plotted from notes taken during an actual survey made under my direction during the month of June, 1975, and that the same were approved by Ernest Huber of Casper, Wyoming during the month of June, 9th, were plotted by Global Engineering and Land Surveying, Inc., Casper, Wyoming, that this plat correctly represents said survey and the Subdivision 'HOGADON ESTATES'. All dimensions are expressed in feet and decimal parts thereof and all courses referred to the true meridian, that said survey are true and correct to the best of my knowledge and belief.

R. Huber  
R. Huber  
Attorney at Law License No. 209  
Wyoming PE & LS License No. 209

Witnessed in my presence and sworn before me on this 22nd day of July, 1975.  
My Commission Expires June 25, 1976.

TRILMA RUTH LAWRENCE, Notary Public  
County of Natrona, State of Wyoming  
My Commission Expires June 25, 1975

Trilma Ruth Lawrence  
Notary Public

July 22, 1975 7:12 AM  
Book 236 of Deeds, Page 140  
No. 125571  
PLAT 236/140

**CERTIFICATE OF DEDICATION**

THE STATE OF WYOMING, County of Natrona, do hereby certify that the following roads, to-wit: Starmist Lane, Hidden Meadow Drive, Jamie B. Owens Place, and Hardesty's Road, are dedicated to the public use of the County of Natrona, Wyoming, and that the same are hereby accepted by the County of Natrona, Wyoming, on this 22nd day of July, 1975.

By: *[Signature]*  
County Clerk

Witnessed and approved on this 22nd day of July, 1975.

**ACKNOWLEDGEMENT**

I, Ernest Huber, do hereby acknowledge that I have read the foregoing plat and that the same is a true and correct copy of the original survey and that I have approved the same.

Ernest Huber  
Attorney at Law

**APPROVED**

By: *[Signature]*  
County Clerk

Witnessed and approved on this 22nd day of July, 1975.

**PLAT HOGADON ESTATES**

A SUBDIVISION OF A PORTION OF LOTS 15, 86 SECTIONS 18 & 19, T.32N., R.79W. of 6th P.M. NATRONA COUNTY, WYOMING.

SCALE 1" = 100'

FILED IN RECORDS of the County Clerk of Natrona County, on this 22nd day of July, 1975.

County Clerk

ATLAS REPRODUCTION  
GLOBAL ENGINEERING & LAND SURVEYING BOX 532 CASPER, WYOMING

RECORDED Sept. 1 1971 AM 4:25  
IN BOOK 56 OF Misc PAGE 602  
NO. 117232 CITY CLERK

PROTECTIVE COVENANTS

WHEREAS, Gary Whitcomb and Gale Scott Whitcomb are the owners of Lots numbered 1 through 14, in Hogadon Estates, and Karen Jessen and Gary Whitcomb and Gale Scott Whitcomb are the owners of Lots 15 through 48, in Hogadon Estates and

WHEREAS, the said 48 lots are all of the lots in Hogadon Estates, a subdivision of a portion of Lot 5, Section 18, T. 32 N., R. 79 W., 6th P.M., Natrona County, Wyoming, as to said Lots 1 through 14, and related road, and of a portion of Lots 1 and 6, Section 19, T. 32 N., R. 79 W., 6th P.M., Natrona County, Wyoming, as to said Lots 15 through 48, and related roadways, all as set out and described in the Plat of Hogadon Estates Subdivision, which has, prior to the execution of these Covenants, been filed in the office of the County Clerk and Ex-Officio Register of Deeds in and for Natrona County, Wyoming, and

WHEREAS, the said owners desire to set up Protective Covenants for the purpose of maintaining values and establishing minimum areas for cabin and housing sites, and to provide certain restrictions with respect to fences on the lots and lot lines, for Lots 3 through 48, except Lot 26 and to set up sanitation requirements with respect to Lots 1 through 48, and to give notice that Lots 1 and 2 may be used for service centers or for commercial purposes, and

WHEREAS, the said owners, to effectuate the purposes above stated, desire to subject Lots 3 through 48, except Lot 26 (Hidden Meadow) to each and all of the covenants, restrictions and reservations hereinafter set forth, which are for the benefit of the property and subsequent owners of said lots, 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; and to subject the use of said Lot 26 to the covenants, restrictions and reservations hereinafter set forth for said lot in connection with the use of same by the lot owners in the subdivision as a common ground, recreation or park area, and the use of the water well located on same

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as a source of water supply, and for the general good of the lot owners, and to subject the use of Lots 1 and 2, if used as service centers or for commercial purposes, to appropriate restrictions for the general good and benefit of lot owners in Hogadon Estates Subdivision;

NOW THEREFORE, in consideration of the premises the undersigned, Gary Whitcomb and Gale Scott Whitcomb and Karen Jessen do hereby impose upon Lots 1 through 48 of Hogadon Estates, a subdivision in Natrona County, Wyoming, Protective Covenants and restrictions as hereinafter set out:

1. Lots 3 through 48, except Lot 26, may not be subdivided unless the subdividing is tied into and in connection with another or other lots, and no subdivided lot may be less in area than the smallest of the original lots which are subdivided, and said Lots 3 through 48, except Lot 26, shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, to protect the owners of lots against such improper use of surrounding and nearby lots as will depreciate the value of the property; to conserve as far as practicable the natural beauty of said properties; to secure and maintain proper setbacks from lot lines; to provide adequately for protection of the values of investments made by the purchasers of lots; to prevent undue inconvenience to others in the area by any owner or user of cabin sites in Hogadon Estates; to safeguard purity of the water supply and to safeguard the health of the lot owners.

2. Fencing of said lots is permitted, but fences shall be neat, orderly and sightly, on or adjacent as near as practicable to the lot line. In no event shall a fence be placed beyond his lot line by an owner. Barbed wire and chicken wire shall not be used for fencing, either in whole or in part.

3. Timber in platted and dedicated roadways or customarily used trails cannot be cut without prior written approval by the Park Board of Natrona County, Wyoming, and prior to such approval,

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which shall be binding upon any other owner of lots in Hogadon Estates, there shall be first granted to each and all of said owners a thirty-day notice of pending application to the Park Board and opportunity for any protestants to appear at a Park Board meeting to register their protest to such timber cutting.

4. Improvements:

a. Cabins or housing units shall be set back not less than 25 feet from the front lot line; not less than 15 feet from the side lot lines; not less than 10 feet from the rear lot line.

b. Only single family cabins, dwellings or housing units, with a private garage capable of housing not to exceed two automobiles, may be erected on a lot. This restriction shall not prevent construction of a guest house and/or servants' quarters. No such garage, guest house or servants' quarters shall be erected prior to the construction of the principal dwelling. The principal dwelling on each lot shall have a minimum fully-enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servants' quarters, of 520 square feet.

c. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No unsightly growth, underbrush, refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said lots; and in the event of any owner failing to comply with the above provisions the declarant, or its successors and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

d. No construction shed, tent, shack, shanties, tar paper exteriors or other temporary structure shall at any time be used as a residence either temporarily or permanently.

e. No temporary building may be moved onto or constructed on any lot in said subdivision, with the exception of temporary shop or office structures erected by the developer or subdivider during the actual bona fide construction of a permitted structure upon the premises, provided the subdivider or developer agrees to remove such temporary shop or office structure within five (5) days after the final completion date of his construction activities on the premises.

f. No advertising signs (except one "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said lots; nor shall the premises be used in any way for the purposes which may endanger the health or unreasonably disturb the holder of any lot in Hogadon Estates; except that there may be appropriate advertising by the developer or subdivided for advertising purposes during the period lots are being sold.

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g. Notwithstanding the foregoing a trailer may be used as a residence of the owner and his family or a contractor during construction by or for such owner of a cabin, dwelling or single family housing unit. In no event shall such mobile trailer be allowed to be on any such lot for longer than 365 days from the first date or day of construction.

h. Although mobile trailer homes may not be used as a housing unit for a period exceeding one year during construction, mobile homes placed on a permanent foundation and panelized housing and modular housing as defined in the Spring - Summer, 1971, issue of House & Garden Guide for Young Living, if approved by the Architectural Committee hereinafter provided for, may be installed, on lots in the Subdivision.

5. Sanitation and Sanitary Facilities. In order to safeguard the water source from contamination, and healthful sanitary conditions, only Lots 1 and 2, and such other lots as may be approved for them by the Director of Environmental Health for Natrona County, may use septic tanks for waste disposal, and they shall be installed in such manner as to receive his approval. Lots 22 through 29 and Lots 39 through 42, and all other lots not approved by such Director for septic tanks, shall use incinerating sanitary facilities, gas or electric, or a combination of them. Outhouses may not be used except during actual active construction periods. The Architectural Committee can furnish names of manufacturers of such incinerating equipment. In the event newer methods of waste disposal are developed, such as by sound waves, harmonics and molecular change, and same are approved for use by the Director of Environmental Health of Natrona County, or successor, such other method may be used if also approved by the Architectural Committee.

6. Lots 1 and 2 shall be bound by the setback provisions for Lots 3 through 48, except Lot 26; shall be bound by the Sanitation and Sanitary provisions set out in paragraph 5 above; must secure approval of the Architectural Committee for all construction thereon; otherwise are not subject to these Protective Covenants. There shall be not more than one business of a kind on Lots 1 and 2.

7. An Architectural Committee shall be established which shall consist, originally, of Gary Whitcomb, Gale Scott Whitcomb and Karen Jessen. Any lot owner in the Subdivision shall be eligible to serve as a member of the Architectural Committee. The purpose of the committee is to maintain such standards as will protect property values in the Subdivision, and plans and

specifications for housing units must be approved by the committee prior to construction. Likewise, plans and specifications for improvements, including any signs, on Lots 1 and 2 must be approved by the Architectural Committee.

8. Common Ground, Recreation and Park Area.

a. At such time as 24 lots are sold in the Subdivision, Lot 26 shall become a common ground, or recreation, or park area for the use and enjoyment of all lot owners in the Subdivision. The care and use of same shall, at that time, become the responsibility of the lot owners.

b. Each owner shall have one vote for each lot owned by him. The lot owners may designate individuals to carry out their decisions with respect to the development and use of said area.

c. There shall be no cutting of timber in Lot 26, other than dead timber. No livestock shall be kept in the Lot 26 area. No vehicles, cars, trucks, or motorcycles shall be used in Lot 26 except for construction of improvements. Barbecue pits may be set up and there shall be no fires in the Lot 26 area unless in a prepared place, for safety, such as a barbecue pit.

9. Except as herein provided, no trade, business, profession or other type of commercial activity shall be carried on upon any of the lots covered by these restrictions with the exception of Lots 1 and 2, which may be used for appropriate commercial purposes, and not be subject to these Protective Covenants, except as specifically set out herein.

10. These Covenants shall run with the land and be binding upon all parties and all persons claiming lands under them until October 1, 1980, at which time said Covenants shall automatically be extended for successive periods of ten (10) years unless, by a vote of a majority of the then owners of lots in Hogadon Estates, it is agreed to change said Covenants in whole or in part. (One vote for each platted lot owned by an owner of one or more lots in the Subdivision, including lots being purchased under contract.)

11. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein while in effect, it shall be lawful for any other person or persons owning any real estate situate within the said Subdivision to prosecute any proceedings at law or in equity against any person

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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.

12. Lot numbered 1 and Lot numbered 2 may be used for a service station for snomobiles and automobiles, or a restaurant, or a store, or for other suitable and appropriate commercial purposes. They may also be converted to cabin sites, and if so converted they shall be subject to these restrictive covenants from date of conversion into cabin or housing sites. Living in a business establishment located on Lots 1 or 2 while operating a business shall not be construed to be a conversion.

13. 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 23<sup>rd</sup> day of August, 1971.

Gary Whitcomb  
Gary Whitcomb

Gale Scott Whitcomb  
Gale Scott Whitcomb

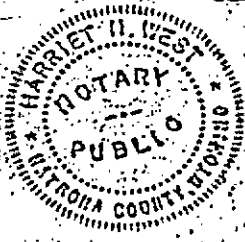
Karen Jessen  
Karen Jessen

STATE OF WYOMING )  
                                      ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 1971, by Gary Whitcomb, Gale Scott Whitcomb and Karen Jessen.

Witness my hand and official seal.

Harriet J. West  
Notary Public



*Copy submitted 7-21-74*