PROTECTIVE COVENANTS

WHEREAS, Gary Whitcomb and Gale Scott Whitcomb are the owners of Lots numbered 0 through 26, being all of the lots included in Hogadon Pines, a subdivision of parts of Lots 5 and 9 and all of Lot 11, Section 18, Township 32 North, Range 79 West of the Sixth P.M., Natrona County, Wyoming, and desire to set up for said subdivision protective covenants for the purpose of maintaining values and setting up minimum areas for cabin sites with respect to Lots 1 through 24, which shall be used for cabin sites only, and providing certain restrictions with respect to fences around said cabin sites and with respect to Lots 0, 25 and 26, and giving notice that Lots 0, 25 and 26 may be used for purposes other than cabin sites, and

WHEREAS, plat of said subdivision has, prior to the execution of these Covenants been recorded in the office of the County Clerk of Natrona County, Wyoming, and

WHEREAS, the said owners, to effectuate the purpose above stated, desire to subject Lots 1 through 24 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;

NOW, THEREFORE, in consideration of the premises the undersigned, Gary Whitcomb and Gale Scott Whitcomb, do hereby impose upon Lots 1 through 24 of Hogadon Pines, a subdivision in Natrona County, Wyoming, of parts of Lots 5 and 9, all of Lot 11, Section 18, Township 32 North, Range 79 West, 6th P.M., Natrona County, Wyoming, the following Protective Covenants and restrictions:

1. Lots 1 through 24 shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth. To protect the owners of cabin sites against such improper use of surrounding and nearby cabin sites as will depreciate the value of their property; to conserve as far as practicable the natural beauty of said properties; to secure and maintain proper setbacks from lot lines; and, in general, to provide adequately for protection of the values of investments made by the purchasers of cabin sites therein and to prevent undue inconvenience to others in the area by any owner or user of cabin sites in Hogadon Pines.

2. No cabin or building shall be located on any lot site closer than 25 feet distant from any lot line for all sites covered by these Covenants, including any lot line of subdivided lots as hereinafter provided.
3. Fencing of lots is permitted, but fences shall be neat, orderly and sightly, 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. Barbed wire and chicken wire shall not be used for fencing, either in whole or in part.

4. No cabin site shall consist of less than six-tenths (6/10) of an acre. Lots of one (1) acre or less may not be subdivided for cabin sites. The restrictions and requirements herein contained shall apply in all respects to both the original and any subdivided lot.

5. Sanitation facilities shall be the responsibility of purchasers of lots and shall meet the standards of the Natrona County Health Department and any other laws and regulations applicable, including non-pollution of water.

6. 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, which shall be binding upon any other owner of lots in Hogodon Pines, 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.

7. These Covenants shall run with the land and shall 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 Hogodon Pines, it is agreed to change said Covenants in whole or in part.

8. 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 or persons violating or attempting to violate any such covenant, either to prevent him or them from doing or to recover damages or other dues for such violation.

9. Lot numbered 0 may be used for appropriate commercial purposes. Lot numbered 25 and Lot numbered 26 may be used for suitable and appropriate purposes other than cabin sites, including light commercial, and not be subject to these Protective Covenants, except for fencing. These lots, 0, 25 and 26, may also be converted to cabin sites, and if so converted they shall be subject to the restrictive Covenants hereinabove set out.

10. 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 20th day of October, 1969.
STATE OF WYOMING       )
      ) SS
COUNTY OF NATRONA       )

The foregoing instrument was acknowledged before me this 20th day of October 1969, By Gary Whitcomb and Gale Scott Whitcomb.

Witness my hand and official seal.

THELMA RUTH LEWIS
Notary Public

My commission expires:

January 25, 1971
ADDITION TO

PROTECTIVE COVENANTS

WHEREAS, the original Protective Covenants for Hogadon Pines, a subdivision of parts of Lots 5 and 9 and all of 11, Section 18, Township 32 North, Range 79 West of the Sixth P.M., Natrona County, Wyoming, appear in Book 53 of Miscellaneous at page 613 and were recorded October 30, 1969 and given Instrument No. 93395, records of Natrona County, Wyoming, and

WHEREAS, the owners of said subdivision desire to make additional protective covenants for said subdivision to effectuate further the purposes of the original Covenants:

NOW, THEREFORE, in consideration of the premises the undersigned, Gary Whitcomb and Gale Scott Whitcomb, do hereby impose upon Lots 1 through 24 of Hogadon Pines the following Addendum to the original Protective Covenants and Restrictions:

(1) Only one single family dwelling, with a private garage capable of housing not to exceed four automobiles, may be erected on a cabin site. 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 cabin site shall have a minimum fully-enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servants' quarters of 478 square feet.

(2) 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.

(3) 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.

(4) 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.

(5) 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 Pines; except that there may be appropriate advertising by the developer or subdivider for advertising purposes.

(6) 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 site, for the erection of the said single family dwelling. In no event shall such trailer be allowed to be on any such lot for longer than 365 days from the first date or day of construction.

(7) 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 0, 25 and 26, which may be used for appropriate commercial purposes, and not be subject to these protective covenants, except for fencing.

Made, dated and signed the 17th day of September, 1970.

Gary Whitcomb

Gale Scott Whitcomb

STATE OF WYOMING )
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 17th day of September, 1970, by Gary Whitcomb and Gale Scott Whitcomb.

Witness my hand and official seal.

Thelma Ruth Lewis
Notary Public

My commission expires: January 25, 1971

CERTIFIED TO BE A TRUE AND ACCURATE COPY

The Title Guaranty Company of Wyoming, Inc.