PROTECTIVE COVENANTS

The Undersigned certify that they are the owners of Block No. 1 of Horizon Heights, an addition to the City of Casper, Natrona County, Wyoming, and are desirous of subjecting said property to the restrictions, covenants, and charges hereinafter set forth, each and all of which is and are for the benefit of, and pass with, said property and each and every parcel thereof, and shall apply to and bind the successors in title interest to each and every parcel of the above described property.

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the Undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, the Undersigned, sole owners of the property above described, hereby declare that said property shall, from and after the date hereof, be held, transferred, sold and conveyed, subjected to the restrictions, covenants and charges hereinafter set forth.

CLAUSE 1.

No building or premises shall be used and no building shall be erected or structurally altered except for one-family dwellings and accessory buildings and uses.

CLAUSE 2.

Each dwelling shall have a light in the front yard not less than fifteen (15) feet from the front lot line. These lights must operate full time or turn on automatically between dark and daylight each day.

CLAUSE 3.

Each dwelling shall be equipped with a garbage disposer on the kitchen sink and a trash compactor. These disposers and compactors shall be kept in operating condition.

It is the intention of this clause to do away with the need for permanent garbage cans. If a trash and garbage receptacle is kept, it shall be limited to one galvanized container with lid of no more than 30 gallon capacity which shall be stored within the dwelling.
CLAUSE 4.

Each residence shall have a minimum floor area of 1,200 square feet of liveable space. Liveable space and floor area shall be as defined by the Uniform Building Code.

CLAUSE 5.

The height of structures on Lots 10 through 21 inclusive shall be limited to one and one half stories plus a normal roof structure measured from the front yard level.

CLAUSE 6.

When lawn sprinkler systems are installed, it shall be in such a manner that no lateral line or sprinkler head shall be within five (5) feet of any foundation wall.

CLAUSE 7.

The elevation and location of all buildings shall be such that side, front and backyards can be sloped away from all buildings a distance of at least five feet and such yards shall be so sloped.

CLAUSE 8.

No fence which is more than twenty five per cent (25%) solid shall be allowed on or along the rear lot lines of Lots 11 through 20 inclusive.

CLAUSE 9.

All utilities in the block shall be underground, including main distribution lines, service lines, and lines between facilities on private lots.

Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

CLAUSE 10.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer any street than the front setback line unless similarly approved.
The Architectural Control Committee is composed of Robert J. South, Kenneth D. Gorder and Thomas T. Bechtel, all of 410 South Poplar Street, Casper, Wyoming, 82601. A majority of the committee may designate a representative to act for it. In the event of a vacancy, the remaining members shall have full authority to designate a successor. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

CLAUSE 11.

No vehicle of a size larger than the now standard American manufactured motor 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 trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the streets or any of the front portions, driveways or other ways of access in the Addition of any lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

CLAUSE 12.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

CLAUSE 13.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

CLAUSE 14.

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.


ATTEST: DESIGN DEVELOPMENT INC.

Linda J. Bechtel BY: Thomas T. Bechtel
Secretary President

Subscribed and sworn to before me this 3rd day of July, 1973.

Hattie L. Dean
Notary Public

My Commission Expires: December 10, 1975