

map/696739

0704184

NATRONA CO. CLERK WY
COVENANTS RESTRICTING AND GOVERNING LAND USE AND DEVELOPMENT OF MCMURRY ADDITION #1, RECORDED MARY ANN COLLINS
TO THE TOWN OF BAR NUNN, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

2002 NOV 12 PM 3 26

WHEREAS, the undersigned BAR NUNN DEVELOPMENT CO. LLC, a Wyoming Limited Liability Company, is the owner of all that certain real property situate in the Town of Bar Nunn, Natrona County, State of Wyoming, known and described as, and being a portion of the following described real property:

Lots 1-9, Block 1; Lots 1-6, Block 2; Lot 1, Block 3; Lots 1-12, Block 4; Lots 1-24, Block 5; Lots 1-24, Block 6; Lots 1-24, Block 7; Lots 1-31, Block 8; Lots 1-15, Block 9; Lots 1-32, Block 10; Lots 1-32, Block 11; Lots 1-32, Block 12; Lots 1-41, Block 13; Lots 1, Block 14; Lots 1-2, Block 15; Lots 1-2, Block 16; Lots 1-2, Block 17; Lot 1-4, Block 18, McMurry Addition #1 to the Town of Bar Nunn, Natrona County, Wyoming.

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 and adjacent land for such purposes, and to maintain property values therein, the undersigned desire, hereby, to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned owners do hereby and by these presents make, publish, declare and impose upon said real property situate and included within the aforementioned Lots 1-9, Block 1; Lots 1-6, Block 2; Lot 1, Block 3; Lots 1-12, Block 4; Lots 1-24, Block 5; Lots 1-24, Block 6; Lots 1-24, Block 7; Lots 1-31, Block 8; Lots 1-15, Block 9; Lots 1-32, Block 10; Lots 1-32, Block 11; Lots 1-32, Block 12; Lots 1-41, Block 13; Lots 1, Block 14; Lots 1-2, Block 15; Lots 1-2, Block 16; Lots 1-2, Block 17; Lot 1-4, Block 18, McMurry Addition #1 to the Town of Bar Nunn, Natrona County, Wyoming, the following restrictions and limitations governing the use and development of all lots described above, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land herein specified and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots, to-wit:

1. All lots herein shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or permitted to remain on any lot therein other than one, private, single - family dwelling, and approved accessory structures (e. g. storage buildings, playhouses, dog houses), which structures shall be constructed in accordance with the restrictions hereinafter set forth.

ATA

7-310

2. No manufacturing, commercial, business, or other enterprises of whatsoever kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein, except in-home offices operated by a resident of the structure; provided, however, that such operation will not create excessive traffic or parking problems. Also, no structure therein or any part thereof shall be used as a boarding or rooming house; nor 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 devised (except suitable signs used to facilitate the sale or rental thereof) be erected, placed or be permitted to remain on any such lot.

3. No trailer, camper, basements, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the lots as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except a boat, snowmobile or recreational vehicle may be stored on the side yard portion of any lot, if it is behind the fence, put on a concrete pad, does not extend beyond the rear or the front of the home, and is not more than twelve feet in height off the ground.

4. So long as Bar Nunn Development Co., LLC owns any of the lots affected by these covenants, the construction of any structures on any lot, including homes and out buildings shall be carried out only after approval by the Architectural Committee. The role of the Architectural Committee shall be to review whether the proposed change will be in accordance with these covenants and aesthetically consistent with the construction of the neighborhood. However, any approval given by the Architectural Committee shall not constitute a warranty, expressed or implied, of compliance with these covenants or any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

5. The following terms shall govern the Architectural Committee referred to above:

- (i) The Architectural Committee shall consist of any three persons appointed by Bar Nunn Development Co., LLC;
- (ii) the party requesting Architectural Committee approval shall submit such request in writing to Bar Nunn Development Co., LLC along with a copy of the proposed plans, specifications, materials and color chips that are sufficient to establish the type, quality and appearance of the building exterior and roof, including proposed

704184

colors and materials. The plans for any construction shall include a site plan indicating the location of the proposed improvement, including driveways, parking areas, fences and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure. Sufficient information shall be submitted to demonstrate compliance with all the requirements of these covenants;

- (iii) Bar Nunn Development Co., LLC may, at its discretion, retain a copy of the proposed plans, specifications, materials and color chips for its records;
- (iv) any alterations or additions to the plans originally approved by the Architectural Committee shall be resubmitted for approval;
- (v) the Architectural Committee will use its best efforts to review the request within thirty (30) days from the day of submission, and determine if the proposed action conforms to the requirements of these covenants and is aesthetically consistent with the construction of the neighborhood. However, no constructions shall be commenced until the Architectural Committee has approved the plans and materials;
- (vi) the Architectural Committee shall not be liable in damages to any person or association submitting for approval any plans contemplated hereby, or to any owner or owners of land within the subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association submitting plans to the Architectural Committee for approval shall not have any right to bring any motion or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents;
- (vii) any constructions or improvement proposed shall not otherwise violate these covenants or any building codes or governmental restrictions otherwise applicable to the lot;
- (viii) evidence of approval by the Architectural Committee of any matter requiring such approval shall be demonstrated by a written document signed by at least one member of the Architectural Committee approving the proposed construction;
- (ix) notwithstanding anything in these covenants to the contrary, Bar Nunn Development Co., LLC need not seek Architectural

Committee approval for anything it does on any lot affected by these covenants;

- (x) The requirement for Architectural Committee approval of construction shall be removed from these covenants on the date that Bar Nunn Development Co., LLC no longer owns any of the lots affected by these covenants. However, the lack of an Architectural Committee shall not affect the other provisions of these Covenants.

6. No structure 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 company is responsible.

7. No vehicle of a size larger than the now standard American manufactured motor car, SUV, 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 or snowmobile trailers, tractors and trailers, shall be parked on the streets or any of the front portions, driveways, or other ways of access or to any such lot or lots for a continuous period of more than twenty-four (24) consecutive hours. However, tractors or tractor-trailer assembly units may be parked on the street in front of the lot where structures are being built, but only when such vehicles are being used in connection with construction of structures on the subject property and only so long as such construction is being carried out in a reasonably expedient manner. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

8. No obnoxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property affected by these covenants. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit.

9. No ranch-style residence having a ground floor area of less than 1,000 square feet excluding garages, porches, and patios shall be located on any lot; no bi-level residence shall have less than 1,000 square feet above ground, excluding garages, porches, and patios; no multi-level residence shall have less than 1,500 square feet above ground, excluding garages, porches, and patios.

10. No roof or pole mounted antennas or satellite dishes are allowed, provided, however, that the location of satellite dishes that are less than four feet in diameter will be allowed so long as they are attached to the side or rear of the

house, on an accessory structure or on a pole located in side or back yard not more than six (6) feet in height. If placed on a pole, it shall be located within a fenced area of yard.

11. Yard fences to be side and rear yard only. Fences will be constructed with chain-link, wood, PVC material or similar standard fencing materials. No front yard fencing and corner lots shall have any fencing within twenty-five (25') from the street. All fences are to be constructed along lot lines. Any solid rear yard or side yard fencing shall not exceed the front line of the home. Chain-link and split-rail fencing will be allowed in front yard as long as it is kept in good repair.

12. The construction of improvements shall be completed prior to occupancy. Homeowners shall be required to plant and maintain at all times in front yard, at least two (2) trees at least five (5) feet in height for evergreens, and at least eight (8) feet in height for all other trees. Also, all front yard areas shall be 50% sod. The landscaping shall be significantly complete within six (6) months of completion of new construction. If homeowner does not have builder install landscaping at time of sale, and does not complete the landscaping in time period provided, Bar Nunn Development Co., LLC will have work done and bill back or assess the homeowner accordingly. Bar Nunn Development Co., LLC will have a lien against the property for the amount billed back or assessed.

13. Each homeowner shall maintain the exterior of his living unit in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather-beaten or worn off.

14. The locations of structures on the sites and the heights shall be designed to reduce the buildings' prominence and will blend with the site as much as possible. All improvements erected in the subdivision must be new construction only. It is the intent of these covenants to offer a subdivision that is of high standards and therefore all materials used in the home construction shall be of high quality and enhance the subdivision's appearance.

15. Any damage done to the sidewalks, curbs and curb walks, will be the responsibility of the owner to replace immediately. In the event any storage sheds are erected or placed in a rear or side yard, they must architecturally match the home on said lot.

16. No modular homes are permitted on any lots.

17. Rubbish containers shall be placed out of sight behind fences or in garages of each residence. No ashes, trash, rubbish, garbage or other refuse shall be stored, deposited or allowed to accumulate anywhere outside of any living unit except during refuse collections by the Town of Bar Nunn.

18. The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from the date and after the date thereof, and shall remain in force and effect thereafter for a successive then ten (10) year period unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period.

19. The covenants herein contained shall be binding upon the undersigned and upon all their successors and assigns, as to any and all of the lots contained herein, and imposed upon as an obligation and charged against all the land and lots therein situate, for the benefit of the undersigned owners, their successors and assigns, and as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

20. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the ground of waiver or estoppels.

21. The Architectural Committee shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, on behalf of itself and all or part of the lot owners. In addition, each owner of a lot shall have the right to prosecute an action for injunctive relief and for damages by reason of any violation of these covenants. The prevailing party shall be entitled, at the discretion of the court, to an award of its costs, including attorney's fees, incurred in connection with such litigation. Neither the Architectural Committee nor any lot owner shall have a right to prosecute an action enforcing the provisions of any of these covenants, whether such action is for damages or injunctive relief, after 24 months from the time the alleged violation of these covenants occurred.

22. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

23. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy percent (70%) of the lots included within the boundaries of the property affected by these covenants, as the same may then be shown by the plat on file in the office of the

Clerk and Recorder of Natrona County, Wyoming. However, amendments to these covenants will not be allowed until Bar Nunn Development Co. LLC is no longer owner of any lots affected by these covenants. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

24. Additional residential lots may be added to the original lots covered by these covenants and thereby subjected to and benefited by these covenants by action of the undersigned and the owners of the property sought to be added.

IN WITNESS WHEREOF, the undersigned has executed this instrument at Casper, Natrona County, Wyoming, this 8 day of November, 2002.

Bar Nunn Development Co. LLC
A Wyoming Limited Liability Company

By: Richard Fairservis

Its: Member

STATE OF WYOMING)
) s.s.
COUNTY OF NATRONA)

The above and foregoing instrument was acknowledged before me by Richard Fairservis, Member of Bar Nunn Development Co. LLC, A Wyoming Limited Liability Company, on this 8 day of November, 2002.
Witness my hand and official seal.

x Elizabeth A. Christman
Notary Public

My Commission Expires:

