

RECORDED Feb. 26 1975 at 10:23 AM
 IN BOOK 62 OF Misc. PAGE 93
 NO. 166735 JOHN J. TORRES COUNTY CLERK

INSTRUMENT NO. 2

PARADISE VALLEY HOME OWNERS ASSOCIATION DECLARATION

On December 3, 1970 at 2:20 P.M. in Book 55 of Miscellaneous, pages 410, 411, 412, 413, 414 and 415, no. 107533, Paradise Valley Development Co. Inc., a Wyoming Corporation, recorded a Home Association Declaration.

As provided in the above mentioned recorded Home Association Declaration, Paradise Valley Development Co., Inc., a Wyoming Corporation, hereby subjects the additional real property as described below to the conditions therein set forth:

- Block 20, Lots 28 through 44
- Block 27, Lots 25 through 44

All in Paradise Valley, a Subdivision in Natrona County, Wyoming.

Declarant is the owner of the real property described above.

PARADISE VALLEY DEVELOPMENT CO. INC.,
 a Wyoming Corporation

[Signature]
 Secretary

[Signature]
 President

STATE OF WYOMING)
) ss
 COUNTY OF NATRONA)

On this 24th day of February, 1975, before me personally appeared MILTON L. KLUNGNESS to me personally known, who, being by me duly sworn, did say that he is the President of PARADISE VALLEY DEVELOPMENT CO. INC., a Wyoming Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said MILTON L. KLUNGNESS acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 31st day of January A.D. 1976.
 Given under my hand and notarial seal this 24th day of February A.D. 1975

NOTARY PUBLIC
 MY COMMISSION EXPIRES
 JAN. 31, 1976
 NATRONA COUNTY WYOMING

[Signature]
 Notary Public

Compliments of
FIRST AMERICAN TITLE INSURANCE CO., INC.
 1200 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

RECORDED Feb. 26 1975 at 10:25 O'CLOCK AM
IN BOOK 63 OF MISC., PAGE 96
NO. 166736

JOHN J. TOBIN
COUNTY CLERK

PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting Property
of the ParadiseValley Development Company, a Wyoming Corporation:

THIS DECLARATION made this 24th day of February 1975, by the Paradise Valley
Development Co., a Wyoming Corporation, hereinafter called the Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Clause I of
this Declaration, and is desirous of subjecting the real property described in
Clause I to the restrictions, covenants, reservations, easements, liens, and
charges hereinafter set forth, each and all which is and are for the benefit of
said property and for each owner thereof, and shall inure to the benefit of and
pass with said property, and each and every parcel thereof, and shall apply to
and bind the successors in interest, and any owner thereof;

NOW THEREFORE, Paradise Valley Development Co., a Wyoming Corporation hereby
declares that the real property described in and referred to in Clause I hereof
is, and shall be, held transferred, sold and conveyed subject to the conditions,
restrictions, covenants, reservations, easements, liens and charges hereinafter
set forth.

DEFINITIONS OF TERMS

Building shall mean a single family residence, multi-family unit, apartment
house or concominium.

Building site shall mean any lot, orportion thereof, or any plot containing
two or more contiguous lots, or a parcel of land of record and in a single owner-
ship and upon which a building may be erected in conformance with the requirements
of these Covenants.

Company shall mean Paradise Valley Development Co., a Wyoming Corporation.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and conveyed, transferred and
sold subject to the conditions, restrictions, covenants, reservations, easements,
liens and charges with respect to the various portions as set forth in the various
clauses and sub-divisions of this Declaration is located in the County of Natrona,
State of Wyoming, and is more particularly described as follows, to-wit:

Block 20 - Lots 24 through 44

Block 27 - Lots 25 through 44

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hereby deleted to the extent such restrictions violate 42 USC 3604(c).

No property other than that described above shall be deemed subject to this declaration, unless and until specifically made subject hereto.

The declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, as far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonius color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality and improvement insaid property, and thereby to enhance the values of investments made by purchasers of building sites therein.

a. All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed orpermitted to remain on any building site other than one detached single-family dwelling, or multi-family units, and other outbuildings incidental to residential use of the premises.

b. No building shall be erected, placed or altered on any premises in said developmentuntil the building plans, specifications, and plot plan showing the locations of such building have been approved, in writing, as to conformity and harmony of external design with existing structures in the development and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of H. J. Clare, Jr., M. L. Klungness, and Rex Canfield or by a representative designated by a majority ofthe members of said committee. In the event the committee failsto approve or disapprove such design and location within thirty daysafter said plans have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. The members of said Architectural Committee shall not be entitled to any compensation for services performed pursuant to the Covenant.

c. No building shall be located on any building site nearer to the front lot line, rear lot line, and/or street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 10 feet to an adjacent building site. No building shall be located on an interior building site nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a building on a building on a building siteto encroach upon another building site.

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d. No building shall be erected or placed on any building site, which has an area of less than 5,000 square feet or a width of less than 50 feet at the front set back line for interior lots, and less than 50 feet for corner lots.

e. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

f. No trailer, mobile home, basement, tent, shack, garage, barn or other out buildings other than guest houses and servants quarters erected on a building site covered by these covenants shall at anytime be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

g. An easement is hereby reserved for the Pacific Power and Light Co. and the Mountain States Telephone Co. for poles, anchors and guy wires and cable adjacent to any lot lines, and Northern Utilities Co. for installation and maintenance of natural gas lines over the rear ten feet of each building site where no alley is provided in Paradise Valley, Natrona County, Wyoming.

h. Provide adequate off street parking for vehicles of the family occupying such lot and their guests. No parking will be permitted within the right of way of streets or roads within this subdivision.

i. When horses are stabled and other pets are kept, the owner or ownersthereof shall provide proper shelter thereof, keep the same contained, and the entire premises shall be kept clean and sanitary at all times. In the event a controversy should arise, the results shall be determined by the Natrona County Health Officer and his decisions will be final. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk, or junk cars, of any kind, or allow or permit said premises, or the animals thereon, to become a nuisance or offensive, or to annoy the other owners within the subdivision. All garbage containers shall be completely enclosed and covered at all times.

j. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

k. All other improvements built or installed upon any premises within this subdivision, including but not limited to garages, gates, fences, barns or animal shelters, arbors, summerhouses or other permanent or temporary structures of any kind shall be approved by the Architectural Committee prior to the construction or installation. It is specifically provided, however, that Lot 42 of Block 27 shall not be governed by these covenants insofar as such lot may be used by the owners thereof for the purpose of locating a bridge site across the North Platte River. It shall not be necessary for the owners or their successors, if a bridge is constructed across the North Platte River, to secure the prior approval of the Architectural Committee for such construction or for the connection of the roadway across the river with existing roads in Paradise Valley. If, however, said lot is to be used for any purpose other than a bridge location, it shall be subject to the provisions of these protective covenants.

l. No individual sewate disposal system, cesspool or septic tank, shall be permitted on any building site.

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m. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wyoming State Board of Health. Approval of such systems to be installed shall be obtained from the Architectural Committee.

n. All construction shall be new and no building nor buildings may be moved from another location to any site within this subdivision. This restriction does not apply to new modular homes.

o. Each unit built in this subdivision shall be equipped with a garbage disposal.

p. An easement is retained across the rear 10 feet of each lot for the purpose of allowing the free flow and drainage of surface waters across each and all of said lots.

q. If a lift station or pump is necessary to provide adequate sewer service to any of the lots, the cost of installation and maintenance shall be that of the lot owner.

r. All buildings and structures shall be located above the 100 year flood level as determined by the Corps of Engineers, or other qualified engineer. Elevation is approximately 5142.

s. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings or law or in equity against the person or persons violating or attempting to violate any such Covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants or any part thereof by judgements or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

PARADISE VALLEY DEVELOPMENT CO. INC.,
a Wyoming Corporation

(CORPORATE SEAL)

Attest: H. J. Clare, Jr.
Secretary

By Milton L. Klungness
President

STATE OF WYOMING)
)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledge before me by Milton L. Klungness, President, this 24th day of February, 1975.

(NOTARIAL SEAL)

Maurine Reeve

My Commission expires: January 31, 1976

Notary Public

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