RESTRICTIVE COVENANTS

WHEREAS, certain real property described as lots 1 and 2, block 1; lots 1 and 2, block 2; and lots 1 thru 44 in block 3; and lots 1 thru 22 in block 4; and lots 1 thru 9 in block 5; all in Platte Park Subdivision, Town of Evansville, County of Matona, Wyoming, is the subject property.

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building, mobile or modular house shall be erected, placed, or permitted to remain on any lot for use other than a residential dwelling and a private garage for not more than two cars.

2. Building Location: No building, mobile or modular house shall be located on any lot nearer than 25 feet to the front lot line or nearer than 12 feet to any side street line. No mobile unit shall be located closer than 2 feet to one side lot line and 13 feet to the opposing side lot line. Modular houses and other permanent type structures shall conform to the requirements set up in the Town of Evansville building code.

3. Lot Area and Width: No lot shall be subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 40 feet at the minimum building setback, except as approved by the Town Council of the Town of Evansville.

4. Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

6. Temporary Structures: No structure of a temporary character, camper, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

7. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot advertising the property for sale or rent, or signs used by a building contractor or land developer to advertise the property during the construction, development and sales period.

8. Oil and Mine Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mounds, or other structure designed for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any lot.

9. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, kept or permitted upon any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept except in a sanitary container. The equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. Water Supply: 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 Town of Evansville. Approval of such systems as installed shall be obtained from the Town Council.

12. Sewage Disposal: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Town of Evansville. Approval of such systems as installed shall be obtained from the Town Council.

13. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement; no tree shall be permitted to remain within such height so as to create an obstruction of such sight lines.

14. Restricted use of Lots:
   a. An Easement is reserved on all lots for the benefit of lot owners, in locating, placing or relocating a mobile or modular home. Said easement extends to a point on each lot, 10 feet in depth from the front property line and covers the entire width of each lot. In the easement area, fences, posts, trees or obstructions may not be installed or planted. It is the purpose and intent of this easement to encourage planting strips and driveways which would enhance and beautify the area, as well as provide access over and across this area for movement of buildings.
   b. Fences may not be installed on side lot lines closer than 25 feet from the front property line. Fences shall not exceed six (6) feet in height.
   c. Skirts and Foundations: For the purpose of maintaining health, safety and appearance, a masonry foundation or a verminproof skirt shall be provided for all homes.
   d. Outbuildings: A garage for not more than two cars or a storage building, acceptable to the Town Council and conforming to the Building Codes of the Town of Evansville is permitted.
   e. Storage on Lot: Inoperable or unlicensed cars, parts or equipment, or any unsightly material of any kind may not be stored on the homesite, unless inside of an enclosed garage.

15. Term: These covenants are to run with the land and shall bind on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded. After such time said covenants shall be automatically extended for successive periods of 10 years. At any time an instrument signed by seventy-five percent of the owners of the lots, agreeing to change the covenants in whole or in part shall become effective upon approval of the Town Council of the Town of Evansville.

16. Enforcement: Enforcement shall be through the Architectural Control Committee or 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.

17. (a) Architectural Control Committee: Membership: The architectural control committee shall be composed of:
   (1) Leon A. Lenham Jr. Casper, Wyoming
   (2) Clement F. Haseman Casper, Wyoming
   (3) Donald E. Chapin Casper, Wyoming
A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members may designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant, nor shall any of said committee members, their representatives or successors be liable in damages. At any time after the development and sale of lots, the then record owners of a majority of lots shall have the power through a duly written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

18. (b) Procedure of Architectural Control Committee: The purpose of the Architectural Control Committee shall be to make decisions on such matters not clearly defined by these covenants, or such matters appertaining to the ultimate development of the subdivision. Such decisions will be given no later than thirty days from the date of complaint.

19. Severability: Invalidation of any one of these covenants by judgment of court or order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. No building, mobile or modular home may be erected, altered or placed on any lot without the written approval of the acting chairman of the Architectural Control Committee. It is the intent of this provision to establish and maintain a minimum standard of acceptability as to size and appearance of dwellings, thereby enhancing the aesthetic and real property values.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Casper, Wyoming this 2nd day of July A.D. 1970.

HALLMARK REALTY, INC.

Clement F. Hausman, President

Donald E. Chapin, Dept. Secretary

William Trevor Evans, Jr.

Lily Leota Evans

STATE OF WYOMING) SS

County of Natrona)

The above and foregoing instrument was subscribed and sworn to before me this 2nd day of July 1970 by Clement F. Hausman, President, Donald E. Chapin, Assistant Secretary, Trevor Evans and Lily Leota Evans.

My commission expires: 7-4-1973

NOTARY PUBLIC