DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, REGAL ENTERPRISES, a corporation, is the owner of that certain property situate in Natrona County, State of Wyoming, known and described as and embraced within:

Lots 1 through 11, Block 3, Pratt Addition No. 4 to the City of Casper, Natrona County, Wyoming,
as shown on the plat and dedication thereof duly recorded in the Office of the County Clerk and Ex-Officio Recorder of Deeds in and for Natrona County, State of Wyoming, in Book 292 of Deeds at Page 557 on October 6, 1978, and

WHEREAS, in order to insure the use and development of said property, to prevent the impairment of the attractiveness of said property and to maintain property values therein, the undersigned desires hereby to make and impose upon a portion of said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned, Regal Enterprises, a corporation, does hereby and by these presents make, publish, declare, and impose upon that portion of the real property situate and included within the aforementioned Pratt Addition No. 4 to the City of Casper, Natrona County, Wyoming (hereinafter referred to as "Addition") which is described above, the following restrictions and limitations.

ARTICLE I

Governing the use and development of said Block and Lots in Pratt Addition No. 4 more particularly described above, Regal Enterprises does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said lots are concerned and shall be binding upon the undersigned and all persons claiming under it and shall be for the benefit of, as well as limiting and restricting, all future owners of the specified lots, to-wit:
1.1 Such lots shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or be permitted to remain on any such lot other than one private, single-family dwelling specifically designed for the use and occupancy of one family, together with an attached or detached garage.

1.2 No manufacturing, commercial, business, or other enterprises, including any religious undertaking or activity of whatsoever kind or nature including churches and religious meeting or gathering places whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein; nor shall any structure therein or any part thereof 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 devices (except suitable signs used to facilitate the sale thereof) be erected, placed, or be permitted to remain on any such lot. Only the builders' model homes used for purposes of sales promotion and/or construction offices during the Pratt Addition No. 4 construction period shall be exempted from the provisions of this paragraph provided City of Casper code requirements are met.

1.3 No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature shall be used thereon as a place of residence or habitation, either temporarily or permanently; and except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper trailer, mobile home, boat, tent, snowmobile, shack, or any other structure of a temporary or insubstantial nature shall be erected, placed, or be permitted to remain on any such lot except that a camper trailer, boat, or snowmobile trailer may be stored at the rear or side portion of any lot provided that the same are not used for occupancy while stored and do not extend forward of the front line of the house.
1.4 With respect to the improvements to be erected and situate on such lots, the following, together with all other provisions hereof, shall govern:

(a) 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph 1.6.

(b) No residence having a living area of less than eight hundred (800) square feet, exclusive of garages, porches, and patios, shall be located on any lot.

(c) Yard fences may extend only from the rear of any lot along the lot boundary lines, including utility easements in the fenced portion, and from the lot boundary lines to the front of the house thereon; and no part of any such fence shall be forward of the front elevation of any such house, and there shall be no front yard fencing. Where a house is turned on a corner lot, there shall be no fencing on either the street side or front of said house beyond the side or front of said house.

(d) No structures shall be erected, altered, placed, or be permitted to remain on the lots other than one detached single-family residence not to exceed two stories in height on a split-level house and two stories on a tri-level house, with a detached or attached private garage for not more than three (3) cars. No detached radio or television aerial shall be permitted, and no aerial attached to any residence of garage shall have a height exceeding three feet (3') above the roof line of the residence or garage to which it is attached.

(e) No structure shall be located on any lot in such a manner as shall not meet the minimum City of Casper set-back, front, and side yard requirements. For the purposes thereof, eaves, steps, and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.

(f) Except for fences which shall be constructed along the rear lot line, if at all, 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 on 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.

(g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any such lot except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, and maintained for any commercial purpose.
(h) Each residence in the Addition shall have an electric garbage disposal installed in the kitchen sink and shall have suitable garbage containers for trash and rubbish; and if the container is outside the residence or garage, it must be a removable underground garbage container installed in the front yard thereof. The container shall have a capacity of thirty-five (35) gallons or more, and shall be mechanically adequate for the purposes thereof and shall be located where the same shall not be subject to vehicular damage and shall not be located immediately adjacent to any driveway.

(i) No vehicle of any size larger than the now standard American manufactured 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 of or to any such lot or lots for a continuous period of more than forty-eight (48) hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

(j) No noxious 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 in the Addition.

1.5 The architectural control committee is composed of Joe E. Mock, L. E. Gosnell, and Donald E. Chapin. 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 shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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.

1.6 The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been
submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The failure of such representative to approve or disapprove does not relieve any proposed builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

1.7 Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Addition.

1.8 The construction of residential improvements on any such lots shall be completed not later than one (1) year from and after the date upon which such construction was commenced; all such lots shall be landscaped and planted with grass and trees or shrubbery of appropriate character and type within one (1) year from and after construction of improvements on any such lot has been completed.

1.9 The covenants contained herein shall be and remain in full force and effect for a period of twenty-five (25) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of such 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.

1.10 In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned, Regal Enterprises, or any person hereafter owning any such lot, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or attemptor, at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to reestablish prior existing and unobjectionable conditions.
ARTICLE II

2.1 In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

2.2 The covenants herein contained shall be binding upon the undersigned Regal Enterprises, and upon all its successors and assigns as to any and all of the lots specified as being covered hereby and are imposed upon as an obligation and charge against the land and lots specifically described for the benefit of the undersigned, Regal Enterprises, its successors and assigns and for the benefit of the lands and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part of the specifically described lands.

IN WITNESS WHEREOF, Regal Enterprises has executed this instrument at Casper, Wyoming on the 1st day of August, 1979.

REGAL ENTERPRISES,
a corporation

By Donald L. Mock,
President

STATE OF WYOMING

SS.
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this day of August, 1979, by Donald L. Mock, President of Regal Enterprises, a Wyoming corporation.

Witness my hand and official seal.

Notary Public

My commission expires: 270923