

STATE of WYOMING
COUNTY of NATRONA

The Undersigned, CLOSS WYO CO, a Wyoming Corporation, hereby certify that:

The foregoing subdivision of that portion of the W² of the SE⁴ of Section 22, Township 33 North, Range 80 West, of the 6th P.M., Natrona County, Wyoming, as it appears on this plat, is with the consent and desire of the undersigned owners and promoters of said land; that the name of said subdivision shall be "RED BUTTE VILLAGE #2, NATRONA COUNTY, WYOMING," and the streets, avenues, alleys, and public ways shown on the plat are hereby dedicated to public use except for the use of any pole lines for any overhead wires or overhead street lighting, as all utilities are to be installed underground and provided, however, that all minerals and mineral rights in the lands so dedicated to public use are reserved by the undersigned owners, their heirs, representatives, and assigns. The above named and undersigned hereby waive and relinquish all rights in said land which they may now have and by virtue of the Homestead exemption laws of the STATE of WYOMING.

Dated at Casper, Wyoming the _____ day of _____, 1959.

CLOSS WYO CO
President - EDWIN R. CLOSS

ANEST
Secretary - HERMAN H. KOCH, JR.

STATE of WYOMING
COUNTY of NATRONA

On this _____ day of _____, 1959, before me personally appeared EDWIN R. CLOSS and HERMAN H. KOCH, JR., to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same on their free act and deed.

Notary Public

My commission expires - 11/15/1964

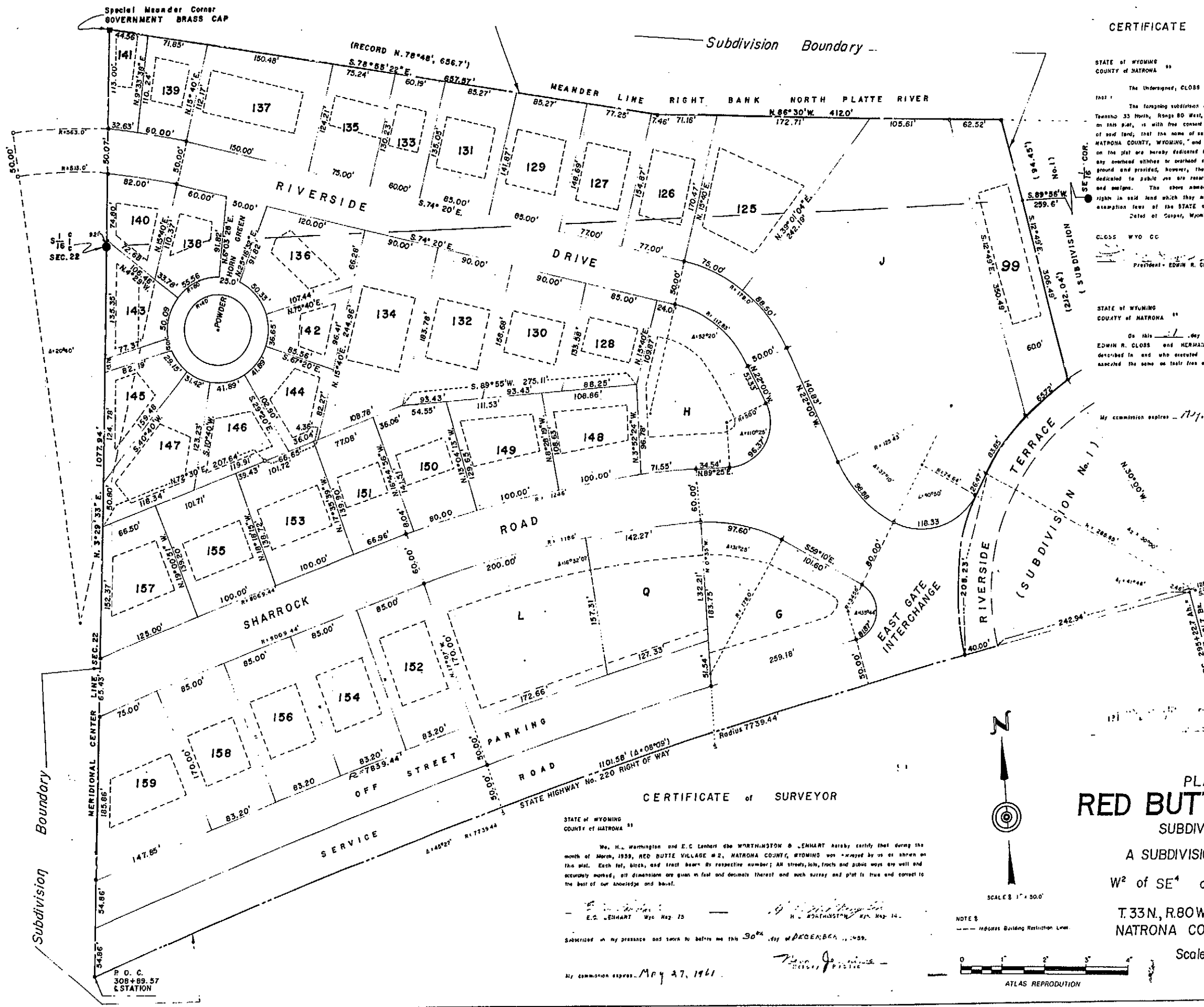
APPROVED

BOARD OF COUNTY COMMISSIONERS of Natrona County, Wyoming, by Resolution duly passed on _____ day of _____, 1959.

John E. Carmichael
Chairman of the Board

Lowell M. Munn
County Clerk

INSPECTED and APPROVED:
L. A. R. ...
County Surveyor



CERTIFICATE of SURVEYOR

STATE of WYOMING
COUNTY of NATRONA

We, H. W. Worthington and E. C. Lenhart do WORTHINGTON & LENHART hereby certify that during the month of March, 1959, RED BUTTE VILLAGE #2, NATRONA COUNTY, WYOMING was surveyed by us as shown on this plat. Each lot, block, and tract bears its respective number; All streets, lots, tracts and public ways are well and accurately marked; all dimensions are given in feet and decimals thereof and such survey and plat is true and correct to the best of our knowledge and belief.

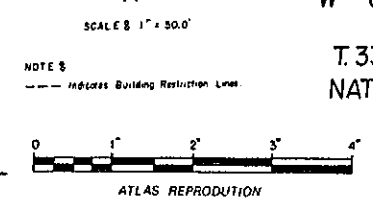
E. C. LENHART Wyo Reg 75
H. W. WORTHINGTON Wyo Reg 14

Subscribed in my presence and sworn to before me this 30th day of DECEMBER, 1959.

My commission expires - May 27, 1961

PLAT OF
RED BUTTE VILLAGE
SUBDIVISION NO. 2

A SUBDIVISION OF PARTS OF
W² of SE⁴ of SECTION 22
T.33N., R.80W. of the 6th P.M.
NATRONA COUNTY, WYOMING



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AGREEMENT

THIS AGREEMENT made, signed and effective this 12th day of April, 1960 between WM. H. BROWN, herein referred to as "First Party", and CLOSS WYO CO, a Wyoming corporation, herein referred to as "Closs",

WITNESSETH:

1. Reference is hereby made to Red Butte Village, Sub-division No. 2, being a subdivision of parts of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 22, Township 33 North, Range 80 West of the 6th P.M., Natrona County, Wyoming, as said subdivision is shown and appears of record in the Plat of Red Butte Village, Subdivision No. 2, which is filed for record and is recorded in the office of the County Clerk and Ex-Officio Register of Deeds within and for Natrona County, Wyoming, which said subdivision and the record thereof by the descriptions shown of record is incorporated into and made a part of this Agreement.

2. As of this date the parties hereto are the owners, and the owners of record, of all of the lots, blocks and subdivisions contained in Red Butte Village, subdivision No. 2, above referred to, and as such are desirous of adopting certain protective covenants and restrictions concerning the development, improvement and use of all of said real property.

3. Attached hereto and by reference made a part of this Agreement as Schedule "A", and which is entitled "Schedule 'A', Protective Covenants and Restrictions", is a schedule of covenants and restrictions upon the use of property being divided into twenty-four numbered paragraphs, the last of which is 24(b), and the covenants and conditions of which Schedule "A" have been

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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).

approved by the parties hereto for incorporation into each and every deed, by reference, which may hereafter be made by either of the parties hereto and the successors of each of the parties hereto with respect to any part or all of the property in Red Butte Village, Subdivision No. 2.

4. The map referred to in said Schedule "A" is the official map forming part of the plat and dedication which is of record in the office of the County Clerk of Natrona County, Wyoming, and the parties hereto covenant with one another and with the successors and assigns of each of the parties hereto as to any and all property located in said Red Butte Village, Subdivision No. 2, that neither party will hereafter convey any part or parts or all of the property located in said Red Butte Village, Subdivision No. 2 to any third person or party except by requiring as a condition precedent to the transfer of title that such transfer is subject to all of the terms and conditions contained in said Schedule "A", Protective Covenants and Restrictions, and which either by specific attachment, or by being set forth verbatim at length, or by reference to the record of the restrictions and covenants by attachment into this Agreement, shall be incorporated into and made a part and condition of each such deed as may hereafter be made by either or both parties hereto to any third party or parties conveying any part or parts or all of said real property above mentioned.

5. Each of the parties hereto acknowledges full, valuable and adequate consideration for the adoption of the Protective

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Covenants and Restrictions set forth on Schedule "A" hereof.

6. It is intended by this Agreement and by reference to the recorded Plat of said Subdivision No. 2 of Red Butte Village and by the Schedule "A" attached hereto, together with the recording hereof in the chain of title to said property, that any and all persons acquiring any interest in said property after date hereof shall be put upon constructive notice by the recording of this instrument and its attachments in the chain of title that the rights acquired by any and all such persons with respect to said lands are specifically subject to the protective covenants and the conditions, limitations, restrictions, building requirements and other provisions contained in said Schedule "A", attached hereto and by reference incorporated into this Agreement as an agreement containing covenants with the land and enforceable by any owner of a property interest in said Subdivision against any other owners or owner of property therein and persons claiming any interest in respect thereto.

7. This Agreement is binding upon and shall inure to the benefit of the parties hereto and all of their respective heirs, successors, grantees and assigns.

Dated and signed at Casper, Wyoming the day and year

first above written.



Hermann Koch
Secretary

Wm. H. Brown
WM. H. BROWN

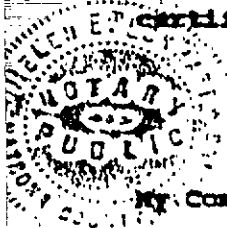
CLOSS WYO CO, a corporation

By *E. F. Lewis*
President

STATE OF WYOMING)
 :SS
COUNTY OF NATRONA)

On this 18th day of April, 1960, before me personally appeared Wm. H. BROWN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year in this certificate last above written.



William E. Eckhart
Notary Public

My Commission Expires: 11/1/61

STATE OF WYOMING)
 :SS
COUNTY OF NATRONA)

On this 18th day of April, 1960, before me appeared EDWIN R. CLOSS, to me personally known, who, being by me duly sworn, did say that he is the President of CLOSS WYO CO, 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 Edwin R. Closs acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the day and year in this certificate last above written.



William E. Eckhart
Notary Public

My Commission Expires: 11/1/61

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SCHEDULE A, PROTECTIVE COVENANTS AND RESTRICTIONS

1. The trails, parks and playgrounds shown on said map are for the use and benefit of the purchasers and shall forever be and remain private property and not be dedicated to public use.
2. The property shown as numbered lots shall be used for residence purposes only; not more than one single family residence may be erected and maintained on each plot.
3. No building shall be erected before first conforming to local community policies and building codes, and the plans approved as to aesthetic harmony by the Seller. Before any construction of residence, garage, fence, entrance gate, summer house, arbor, etc. is commenced, plans and specifications of the structure to be built must be submitted in and approved and building permit issued by the Seller. Forty-eight hours will be allowed for study, before approval or rejection is given.
4. Concrete or supports must be attached to the building unless physically impossible to do so; in that event, plans of garage and location shall be submitted and approved before construction is commenced.
5. Lamp and post 5 ft. to 7 ft. high steel with a 100 W lamp or more shall be provided and maintained by the purchaser at or within 25 ft. of the road line before residence is completed for use.
6. Any house or building to be constructed shall be set back from the road and side lines to the set back lines or more as shown on the map. This restriction may be modified by the Seller if topography or physical conditions justify modifications.
7. No trash, brush piles, rubbish, junk, non-operative boats or vehicles or other items unsightly or detrimental to adjoining or adjacent property shall be allowed.
8. On lake front, stream or river front properties: a. No docks or summer houses of any kind may be constructed. Surface launching gear not over 3 ft. above grade may be constructed. b. Native or planted brush and trees shall be preserved and protected in wild life refuge areas by the purchaser to the extent of at least 50% of the existing growth.
9. Incinerators, except for burning clean paper, are prohibited.
10. Motor boats on lakes are prohibited.
11. No portion of the property shall be used for the manufacture or sale of goods or merchandise of any kind, nor for boarding or rooming houses, trade or business of any kind, except professional services if approved by the Seller in writing.
12. Household pets only will be permitted on residence premises. Horses or ponies are encouraged but only permitted on lots of 2 acres or more, and in communal grazing areas on a fee basis. Number of head per lot and for each grazing area shall be stipulated by the Seller.
13. No tents, trailers, or temporary living quarters will be allowed except children's play tents.
14. Off street parking areas for at least two cars shall be provided on the property. Parking in the road right of way is prohibited.
15. Enclosed kitchen yard shall be provided for each residence. Long single clothes lines are prohibited; rotary drying or parallel lines in drying yard are permitted.
16. Landscaping and tree planting of appropriate character and design must be provided for and completed within one year as part of any construction and shall consist of a planting value of not less than .02% of the sale price of the house.
17. Pools are permitted. Landscaped pools or children's walk-in pools not over 1 ft. 6 in. deep and not exceeding 80 sq. ft. may be constructed without special permit. Swimming pool permit must be obtained from the Seller before construction of pool is commenced.
18. Existing natural water courses for natural surface water run off must not be dammed or otherwise filled or obstructed to prevent the natural run off of surface water.
19. Shoulder plantings made between the road right of way line and the wearing surface of the road shall be developed and maintained by the purchaser in cooperation with the Seller.
20. Except in areas where a community sanitary sewer is provided, a septic sewage system must be installed in strict accordance with the septic sewage code provided by the Seller.
21. No exposed T. V., Radio, or other communication antennas will be constructed or maintained on the exterior of any structure above the plate level of the house. Technical assistance is given by the Seller providing for concealed antennae.
22. Building materials required to be used shall be of a natural residence quality. Synthetics and false or artificial materials are to be avoided. Specific material control relative to house size is as follows:
 1. For structures up to 400 sq. ft. of roofed area:

WALLS: All masonry or masonry and timbers of approved material and texture.

ROOFS: Hand split cedar, cypress or red wood shakes, slate or tile must be used, and slopes shall be 4 in./12 in. or more.
 2. For structures 400 to 1200 sq. ft. of roofed area:

WALLS: Masonry and/or wood walls appropriate to the character of the design.

ROOFS: Same as #1, or cedar shingles, or 3 ply built up asphalt and felt roof with wearing surface of appropriate stone, white or local natural color on roofs of 3 in./12 in pitch or flatter.
 3. For structures 1200 sq. ft. and larger:

WALLS: Masonry and/or wood walls of appropriate character and design.

ROOFS: Same as #1 and #2 or 245 lb. or better asphalt slate-surfaced adhesive shingles may be used in accordance with the manufacturers directions.

23. Expandable designs are permitted. In this event the basic structure shall be the determination of the exterior materials category which applies in par. 22. Special care in design is required to insure each stage of expansion to be a well proportioned harmonious structure. The complete design showing progressive stages for expansion must be submitted for the basic building permit.

24. Red Butte Village is considered to be a wild life refuge. Hunting, trapping and shooting are prohibited within the borders of the community, except in authorized areas.

a. All of the covenants and restrictions herein contained shall be construed to be a portion of the consideration herefor, shall be for the benefit of, and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto, and shall run with the land, and shall be binding on all parties and all persons claiming under them and shall continue in full force and virtue until April 15, 1968.

1. The Seller, his executors or assigns, successors, administrators, successors, and assigns of the respective parties hereto, and shall run with the land, and shall be binding on all parties and all persons claiming under them and shall continue in full force and

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STATEMENT FOR THE CONTINUATION OF
RED BUTTE VILLAGE SCHEDULE A, PROTECTIVE
COVENANTS AND RESTRICTIONS
BOOK 85 ACL, PAGE 422

WHEREAS, Schedule A, Protective Covenants and Restrictions for Red Butte Village are construed as a position for the consideration of benefits to owners, heirs, executors, administrators, successors and assigns of the respective parties, and

WHEREAS, said Schedule A has continued in full force and virtue until April 15, 1988.

NOW, THEREFORE, be it recorded that the Red Butte Village Improvement and Service District Board of Directors and the Red Butte Village Home Owners Association do unanimously agree to the continuation of Schedule A in full force and virtue until April 15, 1998 and that this statement is to be considered as an addendum to Paragraph 24, sub-paragraph (a) Schedule A, Protective Covenants and Restrictions for Red Butte Village; No. 2 Book 85, ACL, page 422.

Service & Improvement District Board

Steve Carlson
Steve Carlson

Fred Eiserman
Fred Eiserman

Ruth Goodrich
Ruth Goodrich

Home Owners Association

Chris Lange
Chris Lange

Rhonda Tinker
Rhonda Tinker

Richard Uglow
Richard Uglow

December 12, 1988

State of Wyoming }
County of Natrona } ss.

RECORDED Dec 15 1988 AT 3:39 O'CLOCK PM
INSTRUMENT NO. 454635
JOHN J. TOBIN NATRONA COUNTY CLERK
CASPER, WYOMING

The foregoing was acknowledged before me by Fred Eiserman, Chairman of the Red Butte Village Improvement and Service District Board on this 15th day of December, 1988

Witness my hand and seal,
BARBARA KONINGS - Notary Public
County of Natrona State of Wyoming
My Commission Expires Apr. 19, 1991

Barbara Konings
Barbara Konings - Notary Public