DECLARATION OF PROTECTIVE COVENANTS

REGENCY VALLEY ADDITION

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, YESNESS PARTNERS, A Partnership, is the owner of all that certain property situate in Natrona County, State of Wyoming, known and described as, and embraced within

REGENCY VALLEY ADDITION

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, Instrument # 331511, on May 20, 1982, 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, YESNESS PARTNERS, A Partnership does hereby and by these presents make, publish, and declare and impose upon that portion of the real property situate and included within the aforementioned REGENCY VALLEY ADDITION to the City of Casper, Natrona County, Wyoming ("Addition") which is described below, the following restrictions and limitations.

ARTICLE I

Governing the use and development of all Block, being 1-15, inclusive except lots 1-14, Block 10, and Lots contained therein (said Lots being zoned "R-1" residential estate) REGENCY VALLEY 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 enterprise, including any religious undertaking or activity of whatsoever kind or nature, including churches, 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.

The builder's model homes used for purposes of sales promotion and/or construction offices during the REGENCY VALLEY ADDITION construction period only 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
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 structure, 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 finished living area of less than 1,200 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 therein and no part of any such fence shall be forward of the front elevation of any such house. Where a house is turned on a corner lot, there shall be no fencing on either side or front of said house beyond the side or front of said house.

(d) No structures shall be erected, altered, placed, or permitted to remain on the lots other than a one detached single-family residence not to exceed two stories in height, excluding basement, split-level, and two stories on a tri-level house, and a detached or attached private garage for not more than three cars. No detached radio or television aerial shall be permitted, and no aerial attached to any residence or garage shall have a height exceeding three feet 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 or other household pets may be kept provided that they are not kept, bred or 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.

(i) No vehicle of a size larger than the now standard American manufactured car or pick-up 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 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, and James L. Cunningham. In the event of death or resignation of any member of the committee, the remaining member 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 owner or builder will submit plans and specifications to the committee which are adequate to establish the type, quality and appearance of the building exterior.
In general, the committee will encourage the building to blend with or compliment the natural area colors. 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 the architectural committee to offer a subdivision that is of high standards and therefore all materials used in the home construction shall be high quality and enhance the Addition's appearance. Normal tract housing design will be discouraged in the subdivision and therefore it is the suggestion of the architectural committee that all builders submit plans and specs prior to obtaining any building permits. In evaluating the plans submitted for approval, the members of the architectural committee will use the specific guidelines established in this section and the general provisions of the covenants as a basis for their actions. Should the committee disapprove the submitted plans, a conference shall be held with the owner and/or builder to outline the reasons for the disapproval. Should the members of the committee disagree in the matter of approvals, a third party shall be consulted to make the final approval or disapproval of any disputed plans. This third party shall originally be the department head of the department and bank carrying the subdivision's construction loan. This third party committee member may be changed from time to time by mutual agreement of the other two committee members. All plans and specs should be submitted to YESNESS PARTNERS, 2233 East Second, Casper, Wyoming. Fences in front yards shall be no higher than four (4) feet, and must be at least 75% open. Fencing of any kind in the subdivision must be of a natural wood material unless specifically approved by the architectural committee. Any damage done to sidewalks, curbs and curbswalks, during construction and thereafter, will be the responsibility of the owner or builder to replace.
1.7 The 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, by submitting plans to the committee for approval, shall be deemed to covenant and agree not to bring any motion or suit to recover damages against the committee, its members as individuals, advisors, employees, agents, or owner of lands within the Subdivision.

1.8 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.

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

1.10 The construction of residential improvements on any such lots shall be completed not later than one 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 year from and after construction of improvements on any such lot has been completed. In addition, all lots in the Addition shall be required to plant four (4) trees at least four (4) feet in height for evergreens and at least six (6) feet in height for all other trees, within one year.
after construction has been completed. In addition each builder or contractor shall remove all debris and finish grade the entire lot before sale or occupancy of the dwelling. Also, as a minimum, all front yard areas shall be sodded or otherwise landscaped. If a dwelling is completed in the winter, adequate funds shall be escrowed for this purpose and no other.

1.11 The covenants herein contained shall be and remain in full force and effect for a period of twenty-five years (25) 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.

1.12 In the event of the violation or attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned, YESNESS PARTNERS, 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 re-establish 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 judgement 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, YESNESS PARTNERS, and upon all its
successors and assigns, as to any and all of the lots specified as being covered thereby, and are imposed upon as an obligation and charge against the land and lots specifically described for the benefit of the undersigned, YESNESS PARTNERS, 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, YESNESS PARTNERS has executed this instrument at Casper, Wyoming on the 26th day of September, 1982.

YESNESS PARTNERS
a Partnership

By

James L. Cunningham, Partner

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 26th day of September, 1982, by James L. Cunningham, Partner in Yesness Partners.

Witness my hand and notarial seal.

[Signature]
Notary Public

My commission expires:

[Signature]

10/27/82
AMENDMENT
TO
DECLARATION
OF
PROTECTIVE COVENANTS
OF
REGENCY VALLEY ADDITION

THIS AMENDMENT made by Yesseness Partners, a Partnership,

Article I, Section 1.5, Page 4, is amended to read as follows:

The architectural control committee is composed of Joe K. Mock and Donald H. Mock.

Article I, Section 1.10, Page 6, is amended to read as follows:

The construction of residential improvements on any such lot shall be completed no later than one year from and after the date upon which such construction was commenced. In addition, each builder or contractor shall remove all debris and finish grade the entire lot before sale or occupancy of the dwelling. Also, as a minimum, all front yard areas shall be sodded or otherwise landscaped. If a dwelling is completed in the winter, adequate funds shall be approved for this purpose and no other.

WITNESS:

Yesseness Partners,
a Partnership

By

STATE OF WYOMING.

COUNTY OF NATRONA

The foregoing Amendment was subscribed and sworn to before me this 7th Day of April, 1983, by Joe K. Mock.

Witness by hand and official seal.

Commission expires: August 7, 1984

[Signatures]