PROTECTIVE COVENANTS FOR RIVER MEADOWS,

A SUBDIVISION IN NATRONA COUNTY, WYOMING

The undersigned are the record owners of all the lots in River Meadows, a Subdivision in Natrona County, Wyoming, being:

Lots 1 to 28, both inclusive therein;

and desire to establish in said subdivision an exclusive suburban residential district wherein the construction, location and use of each and every dwelling, (each of which may be either a building constructed on or a mobile home placed on any residential building plot in said subdivision as a residential building plot is hereinafter defined), shall each conform to certain minimum requirements, and each home owner in said subdivision, in consideration of his compliance with the requirements herein contained, shall be protected against violation thereof, by any other home owner in said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned owners of said lots do hereby impose upon the above described lots in River Meadows, a Subdivision in Natrona County, Wyoming, the official plat of which subdivision is recorded in Book 26 of Deeds at Page 590 in the office of the County Clerk of Natrona County, Wyoming; and the residential building plots thereon as hereinafter described, the following protective covenants and restrictions, to-wit:

(a) No building intended for use as a dwelling shall be erected, altered, placed or permitted to remain on any residential building plot, (consisting of either one full lot as designated on the official plat of said subdivision, or one full lot and part of an adjacent lot as designated on said plat, or the remaining part of a lot after a part thereof has been combined with the adjacent full lot and which remaining part of a lot contains not less than two (2) acres, other than one detached single-family dwelling not exceeding two stories in height and a private attached or detached garage for not more than three cars.

(b) No mobile home intended for use as a dwelling shall be placed or permitted to remain on any residential building plot, (consisting either of one full lot as designated on the official plat of said subdivision, or one full lot and part of an adjacent lot as designated on said plat, or the remaining part of a lot after a part thereof has been combined with the adjacent full lot and which remaining part of a lot contains not less than two (2) acres, other than one single-family mobile home, which shall be not less than 40 feet in length and 12 feet in width, and manufactured away from the particular building plot by a name concern engaged in the manufacture of mobile homes for sale to the general public, and moved onto the particular building plot and placed upon a permanent foundation thereon.

(c) No building or mobile home shall be erected, placed or altered on any residential building plot in said subdivision until the plans, specifications and plot plan, (in the case of a building to be constructed thereon for use as a dwelling), or until the picture or design and the plot plan and foundation plan and specifications, (in the case of a mobile home to be placed thereon for use as a dwelling), showing the location of
such building or mobile home, have been approved in writing as to conformity and harmony of external design with existing structures or mobile homes in the subdivision and as to location of the building or mobile home with respect to topography and ground elevation, by a committee composed of James L. Whitlock, Jean Hurley and Richard Van Norman, or by a representative designated by a majority of said committee. In the event of the death, resignation, absence or other inability of any member of said committee to serve, the remaining member or members of said committee shall have full authority to approve or disapprove any such design and location, or to designate a representative who shall have such authority. In the event such committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans, specifications, plot plan, picture, design and foundation plan have been submitted to it, or in any event, if no suit to enjoin the erection or additions to a building with building alterations or the placing of such mobile home has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully performed. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1990. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(d) No building or mobile home to be used as a dwelling shall be located on any such residential building plot, the front of which is nearer than 25 feet to the front line of such residential building plot or nearer than 25 feet to any adjacent side street line. No building or mobile home to be used as a dwelling shall be located nearer than 10 feet to an interior residential building plot line. No dwelling, (whether a building constructed on a residential building plot or a mobile home placed thereon), shall be located nearer than 25 feet to the rear line of a residential building plot unless said rear line is also an interior line dividing two residential building plots, in which event such building or mobile home to be used as a dwelling may be constructed or located on such residential building plot not nearer than 10 feet to the interior rear line dividing two residential building plots. The front residential building plot line, in all cases, is the main street line adjacent thereto. The rear residential building plot line, in all cases, is the line opposite the front line, and it may also be an interior rear line. An interior residential building plot line is the common side boundary line between any two or parts of any two or more residential building plots unless such line is also the rear line of any one or more residential building plots.

(e) No more than one one-family dwelling, (whether a building constructed or placed on a particular residential building plot or a mobile home placed thereon), shall be constructed or placed on any residential building plot in said subdivision; and no addition shall be made or attached to any mobile home which is not of the same manufacture and design as said mobile home.
(f) No business or commercial enterprise shall be carried on or conducted upon any residential building plot within said subdivision. No animals or livestock of any kind shall be grazed or kept or wires' compensation or sale, on any residential building plot in said subdivision. No owner or contract purchaser of any residential building plot in said subdivision shall in any manner use same as to create a nuisance to the neighborhood.

(g) No basement, cellar, stables, garages, barn or other outbuilding erected on any residential building plot in said subdivision, or any mobile home of lesser dimensions than have been specified or which is not set upon a permanent foundation shall be used as a dwelling temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(h) Basements affecting certain lots in said subdivision are reserved, as shown on the official recorded plat thereof, for utility installations and maintenance thereof.

(i) The property designated on said official plat as "Recreation Easement" shall be for the recreational use of only the owners of contract purchasers of residential building plots in the subdivision and their immediate families and their invited guests, and no one of said persons entitled to use said easement shall place any building or other structure thereon without the prior written approval of said committee and no one shall drive any motor propelled vehicle of any kind or description upon said easement, and if any of the persons entitled to use said easement desire to launch boats in the North Platte River adjacent to said easement they shall use the boats to and from said river over either Whitlock Road or Dempsey Road. Anyone so entitled to use said "Recreation Easement" shall not deposit or leave thereon any garbage, refuse or litter.

(j) Within one (1) year after any person enters into a contract to purchase or becomes the record owner of a residential building plot in said subdivision, whichever occurs first, he shall construct a fence around the residential building plot being purchased or owned by him, which fence shall be not less than four (4) feet in height and constructed with iron posts set at least two (2) feet in the ground and extending at least four (4) feet above the ground and set not more than one (1) rod apart, to which post shall be attached either woven wire not less than four (4) feet in height, or not less than four (4) feet in height, or not less than four (4) feet in height. Barbed wire with the top or barbed wire not less than four foot from the ground, or a combination of woven wire and barbed wire, the total height of which shall be not less than four feet, with the woven wire on the bottom and the barbed wire on the top, however, it shall be permissible to construct the portion of said fence on the front line of any residential building plot, with any other material if the height thereof is not less than four feet. No other material if the height thereof is not less than four feet. Provided such design and specifications for said front line fence are first submitted to and approved by said committee in the same manner as required herein prior to constructing or placing other improvements on said residential building plot.

(k) No oil drilling, oil development operations, oil refining, pipeline or mining operations of any kind shall be permitted upon any building plot in said subdivision by any owner or contract purchaser thereof. No shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in
any building plot by the owner or contract purchaser thereof. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained on any building plot in the subdivision by virtue of the permission of the owner or contract purchaser thereof.

(1) Accessory buildings or structures such as a garage for not more than three (3) cars, a barn or animal shelter, a house or protect only the animals of the owner or contract purchaser, a granery, tool shed, corral or other outbuilding for the use of the owner or contract purchaser are permitted to be constructed or located on any residential building plot in said subdivision, but any such accessory building or structure shall be located at the rear of the rear line of the dwelling thereon but not nearer than 25 feet to the adjacent side street line, and not nearer than 25 feet to the rear line of the residential building plot unless said line is an interior line dividing two building plots, in which event any accessory building shall be located not nearer than 10 feet to said interior rear line, and not nearer than 25 feet to the side street line, or nearer than 10 feet to the interior side line of said residential building plot, and shall not be constructed or located on said residential building plots until the building plans, specifications and plot plans with the location of the accessory building thereon have been submitted to and approved in writing by said committee in the same manner as hereinabove required prior to the construction or placing of a building or mobile home on a lot for use as a dwelling.

These covenants are to run with all the lots in said subdivision and shall be binding on all parties hereto and all persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless by a majority vote of the then owners of the then record owners of the lots in said subdivision it is agreed to change these 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 in possession of any lot or part thereof in said subdivision, whether a contract purchaser or the record owner thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to restrain, enjoin and prevent him or them from so doing or to recover damages or other dues for such violation.

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

Dated this 12th day of June, 1970.

James L. Whitlock

Anna Mae Whitlock
The State of Wyoming

County of Natrona

The foregoing instrument was acknowledged before me this 42 day of June, 1970 by James L. Whitlock and Anna Mae Whitlock.

Witness my hand and official seal.

[Signature]

Notary Public

[Seal]

Commission Expires: 12/31/72

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to be contrary to the law and are hereby declared to be illegal and void (Title 42, USC 2060(c)).

[Address]

[Phone Number]