THE STATE OF WYOMING  
COUNTY OF NATRONA

IMPERIAL HOMES, INC.

TO THE PUBLIC:

DATE: January 17, 1975

AMENDED DECLARATION
OF PROTECTIVE COVENANTS

The undersigned, being the owners in fee simple of the following described property situate in Natrona County, Wyoming, to wit:

All of those lots in Block 6, 7 and 8 of Sage Knolls, according to that plat filed of Record May 31, 1972, in Book 241, Page 115 of the records of the County Clerk and ex-officio Registrar of Deeds of Natrona County, Wyoming,

do hereby make this Declaration of Protective Covenants applicable to all of the described property and amend those Restrictive Covenants filed of record on November 13, 1973 in Book 68 Page 530 of the records of the County Clerk and ex-officio Registrar of Deeds of Natrona County, Wyoming.

1. No lot shall be used except for a one-family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto. A residential lot is defined, for purposes of these covenants, to mean one lot or portion of one or more adjoining lots above described having a width not less than sixty (60) feet at the front building setback line. Further, each such residential lot shall contain at least three times the aggregate of the total floor area of the dwelling and private garage, but not less than 5,000 square feet.

2. Architectural Control: 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 location with respect to topography and finished grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. There shall be no front yard fencing. Approval shall be as provided in paragraph 17.

3. Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 400 square feet of finished living area.

4. Building Location:

(A) No building facing Shumway Avenue, Shattuck Avenue or Buck Avenue shall be nearer to the front lot line than

[Further details and restrictions are printed on the document.]
28 feet or nearer than 25 feet to any side street line, including Abner St. Avenue and Half Brook Avenue.

(B) No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line thereof.

(C) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in 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.

6. 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 an annoyance or nuisance to the neighborhood.

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

8. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-camper, truck-camper, bus-camper and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-street driveway or on any parking area between the front building line of any residence and the street for a period of more than 72 hours at any one time in a repeated manner of practice.

9. Signs: No sign of any kind shall be displayed to the public view on the lot except one professional sign of not more than twenty-four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Oil and Mining Operations: No oil drilling, oil mining, quarrying or mining
operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on 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.

12. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. 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 Casper, Wyoming.

14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 33 inches and 8 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 distance of street intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Architectural Control Committee: The Architectural Control Committee is composed of the following persons:
Robert Rohn, Raymond L. Woods, Noel Griffith, Jr. and James Jones. 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 members of the committee or to withdraw from the committee or to add to it any of its powers and duties.

16. Procedure: The committee's approval of disapproval is required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 60 days after receipt of 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.
17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the architectural control committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

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

DATED this 17th day of January, 1975.

IMPERIAL HOMES, INC.
By: ____________________________
   President

_______________________________
Secretary

_______________________________
JAMES CLIFFORD JONES

_______________________________
BEVERLY DAWN JONES

_______________________________
NORMAN E. BARNHOUSE

_______________________________
EVELYN C. BARNHOUSE

_______________________________
MARTIN L. CLARK

_______________________________
JULIA RAY GILKES
STATE OF WYOMING  
COUNTY OF LARAMIE  

STATE OF WYOMING  
COUNTY OF LARAMIE  

The foregoing instrument was subscribed and sworn to before me this 17th day of January, 1975, by
James Clifford Jones and Beverly Dawn Jones.

Witness my hand and official seal.

My Commission expires.

Notary Public

STATE OF WYOMING  
COUNTY OF LARAMIE  

The foregoing instrument was subscribed and sworn to before me this 17th day of January, 1975, by
Harwood B. Earhart and Evelyn C. Earhart.

Witness my hand and official seal.

My Commission expires.

Notary Public

STATE OF WYOMING  
COUNTY OF LARAMIE  

The foregoing instrument was subscribed and sworn to before me this 17th day of January, 1975, by
Mark L. Ellis and Judith Ray Ellis.

Witness my hand and official seal.

My Commission expires.

Notary Public
PROTECTIVE COVENANTS
for
BLOCK 7 OF SAGE KNOLLS, AN ADDITION TO THE CITY OF CASPER, WYOMING

The undersigned are the owners of Lots 1 to 10, both inclusive, in Block 7 of Sage Knolls, An Addition To The City of Casper, Wyoming, which are all of the lots in said block; and they desire to establish in said block of said addition an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements and such owner in said block of said addition in consideration of his compliance with such requirements shall be protected against violation thereof by any other owner of a lot in said block of said addition.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby impose upon the above described lots in said block of said addition the following protective covenants and restrictions, to-wit:

A. No structure shall be erected, altered, placed upon or permitted to remain on any residential building site in said Block 7 of said Addition other than one detached, single-family dwelling not to exceed two stories in height, together with a private garage for not more than two cars; and a residential building site is defined to mean one lot or portions of one or more adjoining lots in said block of said addition having a width of not less than 60 feet at the front building set-back line. Further, each such residential building site shall contain at least three times the aggregate, total floor area of the dwelling and the private garage, but not less than 6,000 square feet.

B. No building shall be erected, placed upon or altered on any residential building site in said Block 7 of said Addition until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said block of said Addition and as to the location of the building with respect to topography and finished ground elevation by a committee composed of Imperial Homes Supervisory personnel or by a representative designated by a majority of said committees. In the event of the death, resignation, absence or other inability of any member of said committee to serve, the remaining members of said committee shall have full authority to approve
or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and these covenants shall 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 these covenants. The powers and duties of such committee and of its designated representative shall cease on and after June 1, 1968. Thereafter the approval described in these covenants 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 residential building sites in said Block 7 of said Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located on any residential building site in said block of said addition nearer than twenty-five (25) feet to the Shumway Avenue front property line thereof or nearer than fifteen (15) feet to the Amherst Avenue or Eastbrook Avenue adjacent side street property line. No building shall be located nearer than ten (10) feet to an interior residential building site line. No building shall be located on any interior residential building site nearer than twenty-five (25) feet to the rear line thereof. If Amherst Avenue or Eastbrook Avenue is the street toward which the residential building sites on the intersecting corners of said avenues and Shumway Avenue face, such shall be known as reverse corner building sites and on such sites the side yard along Shumway Avenue shall be not less than twenty-five (25) feet, and the side yard adjacent to the alley between said Block 7 in said Addition and Fairdale Addition shall be not less than ten (10) feet, and the rear yard thereof shall be not less than fifteen (15) feet. For the purpose of these covenants cornices, eaves or similar architectural features not exceeding four (4) feet shall be considered a part of the building; however, all measurements regarding yard requirements shall be made from the outside surface of the foundation wall of the building.
D. No business or commercial enterprise shall be carried on or
conducted upon any residential building site within said Block 7 of
said Addition nor shall anything be done on any of said sites which
may be an annoyance or nuisance to the owners of other building sites
in said block.

E. No trailer, basement, tent, shack, garage, or other out-
building erected on any residential building site in said block of said
addition shall at any time be used as a residence temporarily or
permanently, nor shall any structure of a temporary character be used
as a residence. No building of any type may be moved onto any
building site in said block of said addition.

F. The ground floor area of the main structure on any residential
building site in said block of said addition shall not be less than
500 square feet, exclusive of the garage.

G. On either the building site in said Block 7 of said Addition
at the corner formed by the intersecting Amherst and Shumway Avenues
or at the corner formed by the intersecting Eastbrook and Shumway Avenues
there shall not be installed, set out, or maintained any fence, hedge,
shrubbery, natural growth or other obstruction to view within that
triangle formed by the center line of the said intersecting streets
drawn from the point of intersection back a distance of ninety (90)
feet with a line drawn to form a base. Such provision shall not apply
to public utility poles, hedges trimmed to a height of less than thirty-
three (33) inches above gutter grade, trees, the limbs of which over-
hang the public sidewalk and are at all times kept trimmed or limbs
and sucker growth on the trunk to a height of at least eight (8) feet
above the sidewalk level or the limbs of which overhang the public street
and are at all times kept trimmed of limbs and sucker growth to a height
of at least thirteen (13) feet and obstructed cross view as hereinabove
defined; ornamental fence or wall not exceeding four (4) feet in
height provided the ratio of the solid portion of the fence to the open
shall not exceed one to four except where the ground level of the
adjoining building site does not coincide, then the wall or fence may
be erected to a height of not exceeding six (6) feet above the average
ground level between the adjoining building sites; and except on corner
lots, then the six (6) foot wall, fence or hedge shall not extend
closer to either street than the nearest projection of the building line.
II. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in any of the residential building sites in said Block 7 of said Addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of said residential building sites, and no derrick or other structure designed for use in drilling for oil and natural gas shall be erected, maintained or permitted upon any of said residential building sites.

I. These covenants shall run with the land in said Block 7 of said Addition and shall be binding on all persons claiming under them until June 1, 1998, at which time these covenants shall be automatically extended for two successive periods of ten (10) years unless by a vote of a majority of the then owners of the residential building sites in said block of said addition, it is agreed to change these covenants in whole or in part.

J. 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 owning any residential building site in said block of said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants and either to prevent him or them from so doing or to recover damages or other damages for such violation.

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

Dated at Casper, Wyoming the 11th day of June, 1974.

ATTEST:

Thomas C. Lamb
Secretary

[Signature]

Vice-President

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 13 day of June, 1974, by Robert J. Bulin, Vice-President, Imperial Homes, Inc.

Witness my hand and official seal.

My Commission Expires: 10-6-1977

Notary Public
THE STATE OF WYOMING
COUNTY OF NATRONA
IMPERIAL HOMES, INC.

TO THE PUBLIC:

DATE: January 17, 1975

AMENDED DECLARATION
OF PROTECTIVE COVENANTS

The undersigned, being the owners in fee simple of the
following described property situate in Natrona County, Wyoming,
to wit:

All of those lots in Block 6, 7 and 8 of
Sage Knolls, according to that plat filed
of record May 31, 1972, in Book 241, Page
115 of the records of the County Clerk and
ex-officio Registrar of Deeds of Natrona
County, Wyoming,

do hereby make this Declaration of Protective Covenants applic-
able to all of the described property and amend those Restrict-
tive Covenants filed of record on November 15, 1973 in Book 60,
Page 530 of the records of the County Clerk and ex-officio,
Registrar of Deeds of Natrona County, Wyoming.

1. No lot shall be used except for a one-family dwelling
residential purpose and no building shall be erected, altered,
planted or permitted to remain on any lot other than the unit
above authorized and no structure shall exceed two stories in
height and a private garage appurtenant thereto. A residential
lot is defined for purposes of these covenants, to mean one
lot or portion of one or more adjoining lots above described
having a width not less than sixty (60) feet at the front
building set-back line. Further, each such residential lot
shall contain at least three times the aggregate of the total
floor area of the dwelling and private garage, but not less
than 6,000 square feet.

2. Architectural Control: 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
being compatible with workmanship and materials, harmony of external
with existing structures, and location with respect to topography
and finished grade elevations. All construction shall be new and
no building or building may be removed from another location to
any site within this subdivision. No fence or wall shall be
erected, placed or altered on any lot nearer to any street than
the minimum building set-back line. There shall be no front yard
fencing. Approval shall be as provided in paragraph 17.

3. Dwelling Quality and Size: No dwelling shall be per-
mitted on any lot in which the ground floor area of the main
structure, exclusive of porch and garage shall be less than
900 square feet of finished living area.

4. Building Location:

(a) No building facing Shoshone Avenue, Shattuck Avenue
or Brook Avenue shall be nearer to the front lot line than
2. No tee or more than 15 feet to any side street line, including Avenue and Calhoun Avenue.

(B) No building shall be located nearer than 10 feet to any interior lot line. No dwelling shall be located on any interior lot line or to the rear line thereof.

(C) For the purpose of this covenant, yards, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to overhang upon another lot.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which or which may obstruct or retard the flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in 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.

6. 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 an annoyance or nuisance to the neighborhood.

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

8. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-camper, bus-campers and other large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be for a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in any on-street driveway or on any parking area between the front building line of any residence and the street for a period of more than 72 hours at one time in repeated manner of practice.

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

10. Oil and Mining Operations: No oil drilling, oil extraction, or operations, oil refining, quarrying or mining
operations of any kind shall be permitted upon or in any
lot, nor shall oil wells, tanks, tunnels, mineral execu-
tions or shafts be permitted upon or in any lot. No
derrick or other structure designed for use in boring for
goil or natural gas shall be erected, maintained or permitted
upon any lot.

11. Livestock and Poultry: No animals, livestock, or
poultry of any kind shall be raised, bred or kept on 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.

12. Garbage and Refuse Disposal: No lot shall be used
as a dumping ground for rubbish. Trash,
garbage or other waste shall not be kept except in sanitary
containers. All incinerators or other equipment for the
storage or disposal of such material shall be kept in a
clean and sanitary condition.

13. 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 require-
ments, standards and recommendations of Casper, Wyoming.

14. Sight Distance at Intersections: No fence, wall,
hedge or shrub planting which obstructs sight lines at
elevations between 3' and 8' above the roadway
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 limited
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 distance of
such intersections unless the foliage line is maintained at
sufficient height to prevent obstruction of such sight
lines.

15. Architectural Control Committee: The Architect-
ural Control Committee is composed of the following persons:
Robert Rohn, Raymond L. Woods, Noel Griffith, Jr. and James
Jones. A majority of the committee may designate a repre-
sentative to act for it. In the event of death or resigna-
tion of any member of the committee, the remaining members
shall have full authority to designate a successor. Neither
the members of the committee, nor the designated represen-
tative 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 composition of the committee or to withhold from the
committee or require it of the committee or of any of its
members and officials.

16. Procedure: The committee's approval or disap-
proval is required to these covenants shall be in writing. In the
event the committee, or its designated representative, fails
to approve or disapprove within 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 re-
quired and the related covenants shall be deemed to have
been fully complied with.
17. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural control committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

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

DATED this 17th day of January, 1975.

IMPERIAL HOMES, INC.
By: ____________________________
   President

_______________________________
Secretary

_______________________________
JAMES CLIFFORD JONES

_______________________________
BEVERLY DAWN JONES

_______________________________
NORWOOD E. BARNHOUSE

_______________________________
EVELYN C. BARNHOUSE

_______________________________
JULIA RAY ELLIS
STATE OF WYOMING )
COUNTY OF LARAMIE )

On this 17 day of January, 1975, before me appeared

[Signature]

to me personally known, who,

being by me duly sworn, did say that he is the President

of Imperial Homes, Inc., and that the seal of said corporation

is affixed hereto, that said instrument was signed and sealed on

behalf of said corporation by authority of its Board of Directors

and said President acknowledged said instrument to be

the free act and deed of said corporation.

Given under my hand and notarial seal this 17 day of

[Signature]

Notary Public

My Commission expires:

STATE OF WYOMING )
COUNTY OF LARAMIE )

The foregoing instrument was subscribed and sworn to before

me this 17 day of January, 1975, by

James Clifford Jones and Beverley Dawn Jones.

Witness my hand and official seal.

[Signature]

Notary Public

My Commission expires:

STATE OF WYOMING )
COUNTY OF LARAMIE )

The foregoing instrument was subscribed and sworn to before

me this 17 day of January, 1975, by

Herbert E. Carnhouse and Evelyn C. Carnhouse.

Witness my hand and official seal.

[Signature]

Notary Public

My Commission expires:

STATE OF WYOMING )
COUNTY OF LARAMIE )

The foregoing instrument was subscribed and sworn to before

me this 17 day of January, 1976, by

Donald L. Epling and David Roy Epling.

Witness my hand and official seal.

[Signature]

Notary Public

My Commission expires:
PROTECTIVE COVENANTS

for

Lots 1 to 10, both inclusive, in Block 7, and
Lots 1 to 10, both inclusive, in Block 8, of
Sage Knolls, Addition To The City Of Casper,
Wyoming

The undersigned are the owners of Lots 1 to 10, both inclusive, in Block 7, and Lots 1 to 10, both inclusive, in Block 8 of Sage Knolls, Addition To The City Of Casper, Wyoming, and they desire to establish in the area comprised of said lots in said blocks of said addition an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements and the owner of each lot or building site within the area comprised of such lots in said blocks in consideration of his compliance with such requirements shall be protected against violation thereof by any other owner of a lot or building site in the area comprised of said lots in said blocks of said addition.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby impose upon the above described lots in said blocks of said addition the following protective covenants and restrictions, to-wit:

A. No structure shall be erected, altered, placed upon or permitted to remain on any residential building site in the area comprised of the above described property other than one detached, single-family dwelling not to exceed two stories in height, together with a private garage for not more than two cars; and a residential building site is defined to mean one lot or portions of one or more adjoining lots above described having a width of not less than 60 feet at the front building set-back line. Further, each such residential building site shall contain at least three times the aggregate of the total floor area of the dwelling and private garage, but not less than 6,000 square feet.

B. No building shall be erected, placed upon or altered on any residential building site in the area comprised of the above described twenty (20) lots in said two (2) blocks until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures on any of said twenty (20) lots in said two (2) blocks of said addition and as to the location of the building with respect to topography and finished ground elevation by a committee of James Clifford Jones, Beverly Dawn Jones and Steven Wayne Jones 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 members of said committee shall have full authority to approve or disapprove of 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 or location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit...
to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and these covenants shall 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 these covenants. The powers and duties of such committee and of its designated representative shall cease on and after October 1, 1938. Thereafter the approval described in said deed and the then record warrants of a majority of the residential building sites described in the above described twenty (20) lots in the above described two (2) blocks of said addition in Block 9 in the East Brook and Amhurst Avenue are the front street toward which the building site faces, with respect to the building site on the corners of Amhurst or East Brook and Shumway Avenues, such site shall be known as reverse corner building sites and on such sites shall be located nearer than twenty-five (25) feet to the rear line thereof. No building shall be located nearer than the street property line. No building shall be located nearer than ten (10) feet to an interior line of a residential building site. No building shall be located on any interior residential building site nearer than twenty-five (25) feet to the rear line thereof.

C. No building shall be located on any residential building site on any of said twenty (20) lots in said two (2) blocks in a building not approved by said committee. No building shall be located nearer than twenty-five (25) feet to any corner of the dwelling or garage or any other structure or building on such building site.

D. No business or commercial enterprise shall be carried on any of the above described twenty (20) lots in said two (2) blocks nor shall anything be done on any such building site which may be an annoyance or nuisance to the owners of other building sites on said lots in said blocks.

E. No trailer, basement, tent, shack, garage, or other outbuilding erected on any of said residential building sites or building erected on any of said residential building sites or building sites on any of said twenty (20) lots in said two (2) blocks shall at any time be used as a residence. No building on any said block may be erected or moved onto any building site on any of said twenty (20) lots in said two (2) blocks.
F. The ground floor area of the main structure on any residential building site on any or said twenty (20) lots in said two (2) blocks shall be not less than 900 square feet, exclusive of the garage.

G. On the two corner building sites at the intersection of Shumway Avenues and on the two corner building sites at the intersection of Eastbrook and Shumway Avenues, there shall be installed, set out or maintained any fence, hedge, shrubbery, natural growth or other obstruction to the view within that triangle formed by the center line of the said intersecting streets drawn from the point of intersection back a distance of ninety (90) feet with a line drawn to form a base. Such provision shall not apply to public utility poles, trees the limbs of which overhang the public street and are at all times kept trimmed of limbs and sucker growth on the trunk to a height of at least twelve (12) feet above the sidewalk level or the limbs of which overhang the public street and are at all times kept trimmed of limbs and sucker growth to a height of at least thirteen (13) feet and do not obstruct the cross view as hereinabove defined, or ornamental fence or wall not exceeding four (4) feet in height provided same is not placed on the sidewalk portion of the solid portion of the fence to the open portion of the sidewalk and not more than one to four except where the ground level of the adjoining building site does not coincide, then the wall or fence may be erected to a height of not exceeding six (6) feet above the average ground level between the adjoining building sites; and except on corner lots, then the six (6) foot wall, fence or hedge shall not extend closer to either street than the nearest projection of the building line.

H. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any or said residential building sites on said twenty (20) or in any or said residential building sites on said twenty (20) lots in said two (2) blocks of said addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any or said residential building sites, and no derrick or other structures designed for use in drilling for oil and natural gas shall be erected, maintained or permitted upon any or said residential building sites.

I. These covenants shall run with each and all of said twenty (20) lots in said two (2) blocks of said addition and shall be binding on all persons claiming under them until October 1, 1998, at which time these covenants shall be automatically extended for two successive periods of ten (10) years unless by a vote of a majority of the then owners of the residential sites on said twenty (20) lots in said two (2) blocks of said addition, it is agreed to change these covenants in whole or in part.

J. 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 owning any residential building site on said twenty (20) lots in said two (2) blocks of said addition to prosecute any proceedings at law or in equity against the person or persons violating the same for the enforcement of these covenants and the recovery of damages for such violation.
K. Invalidation of any of these covenants by judgment or other court order shall in no wise affect any of the other provisions hereof, which shall continue in full force and effect.

Dated at Casper, Wyoming, the 15th day of September, 1973.

James Clifford Jones

Beverly Dawn Jones

THE STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 15th day of September, 1973 by James Clifford Jones and Beverly Dawn Jones.

Witness my hand and official seal.

[Signature]

NOTARY PUBLIC

My Commission Expires:

[Signature]

[Date] 28-07-1976