

L3-10 B2  
L1-2 B3  
L5. B3  
L11-22 B6  
map/325762

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NATRONA CO. CLERK WY  
COVENANTS RESTRICTING AND GOVERNING LAND USE AND DEVELOPMENT OF A PORTION OF SUMMIT ADDITION  
MARY ANN COLLINS  
RECORDED \_\_\_\_\_

2002 MAY 9 PM 3 34

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned Summit Addition LLC, a Wyoming Limited Liability Company, is the owner of all that certain real property situate in the City of Casper, Natrona County, State of Wyoming, known and described as, and being portions of the following described real property:

**Lots 3 through 10, inclusive, Block 2, AND Lots 1, 2 and 5, Block 3, AND Lots 11 through 22, inclusive, Block 6, Summit Addition to the City of Casper, Natrona County, Wyoming.**

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property and adjacent land for such purposes, and to maintain property values therein, the undersigned desire, hereby, to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned owners do hereby and by these presents make, publish, declare and impose upon said real property situate and included within the aforementioned Lots 3 through 10, inclusive, Block 2, AND Lots 1, 2 and 5, Block 3, AND Lots 11 through 22, inclusive, Block 6, Summit Addition to the City of Casper, Natrona County, Wyoming, the following restrictions and limitations governing the use and development of all lots described above, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land herein specified and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots, to-wit:

1. All lots herein shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or permitted to remain on any lot therein other than one, private, single-family dwelling, and approved accessory structures (e.g. storage buildings, playhouses, dog houses), which structures shall be constructed in accordance with the restrictions hereinafter set forth.
2. No manufacturing, commercial, business, or other enterprises of whatsoever kind or nature, 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 owner(s) of Lots 1 and 2, Block 1, Summit Addition may, at some

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future time, replat or rezone said lots to C-2, general business, or such other zonings in the City of Casper as they may elect, and may apply to the City of Casper for a conditional use to allow for a "Convenience Establishment, Medium Volume". By taking title to lots governed by these Covenants, all owners knowingly and willingly consent to said rezoning, replatting or conditional use.

3. No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the lots as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except a boat or snowmobile trailer may be stored on the side yard portion of any lot, if it is behind the fence, put on a concrete pad, does not extend beyond the rear or the front of the home, and is not more than eight feet in height off the ground.
4. With respect to the improvements to be erected and situate on the lots the following, together with all other provisions thereof, shall govern:
  - (i) all structures to be erected shall first be approved by the Architectural Committee as hereinafter set forth;
  - (ii) the Architectural Committee shall consist of Randall S. Hall and two (2) other members selected by Randall S. Hall. In the event of the demise or resignation of all members of the Architectural Committee, 70% of the homeowners shall elect new members of the Architectural Committee by simple majority. The Architectural Committee shall first adopt bylaws to govern meetings of the Committee and selection of successors and shall thereafter appoint a minimum of three successors who shall be existing lot owners within described property and shall serve until replaced in accordance with the bylaws.
5. Duplicate sets of plans and specifications for any lot improvement or alteration shall be submitted to the Architectural Committee. The plans shall include a site plan indicating the location of the proposed development, including driveways, parking areas, fences and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure and must be sealed and signed by a licensed architect or engineer. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants.

The Architectural Committee shall review the plans and specifications within twenty (20) days from the day of submission, and determine if the proposed use or development conforms to the requirements of these covenants. If the Architectural Committee fails to review the plans and specifications within twenty (20) days from submission thereof, and to inform the owner of the Architectural Committee's decision regarding approval or disapproval, then the plans as submitted shall be deemed to have been automatically

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approved, provided however, that any development proposed shall not otherwise violate these covenants or any building codes or restrictions of the City of Casper. A copy of the proposed plans and related data may be retained by the Association for its records.

NOTE. Any approval given by the Architectural Committee shall not constitute a warranty, expressed or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

6. 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 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.
7. No vehicle of a size larger than the now standard American manufactured motor car, SUV, 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 or snowmobile trailers, tractors and trailers, shall be parked on the streets or any of the front portions, driveways, or other ways of access or to any such lot or lots for a continuous period of more than twenty-four (24) consecutive hours (said prohibition does not apply to company vehicles used primarily for personal transportation). No tractors or tractor trailer assembly units may be parked on any of the above areas except in connection with construction of structures on the subject property. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.
8. No obnoxious 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. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit.
9. No ranch-style residence having a ground floor area of less than 1,600 square feet excluding garages, porches, and patios shall be located on any lot; no bi-level residence shall have less than 1,600 square feet above ground, excluding garages, porches, and patios; no multi-level residence shall have less than 1,800 square feet above ground, excluding garages, porches, and patios.
10. No roof or pole mounted antennas or satellite dishes are allowed, provided, however, that the location of satellite dishes that are less than four feet in diameter may be approved by the Architectural Committee.
11. Yard fences to be side and rear yard only. Location, construction, and materials of all fences must be approved by the Architectural Committee.

12. Garage doors facing the street shall be kept closed except as necessary to permit such access. Each garage door shall be equipped with an automatic garage door opener that shall be maintained in good working order.
13. The construction of improvements shall be completed prior to occupancy. Homeowners shall be required to plant and maintain at all times four (4) trees at least five (5) feet in height for evergreens, and at least ten (10) feet in height for all other trees. Also, all yard areas shall be sodded or otherwise landscaped by the builder or homeowner before the sale or occupancy of the dwelling. If a dwelling is completed in winter, the Homeowner and builder shall have until the first June 15th thereafter to complete landscaping and tree planting.
14. The exterior of each home shall also be approved by the Architectural Committee. Any alterations or additions to the plans originally approved by the Architectural Committee shall be resubmitted for approval. 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 and roof, including proposed colors and materials. Each homeowner shall maintain the exterior of his living unit in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weatherbeaten or worn off. Any changes from the originally approved exterior paints and stains must be resubmitted for approval by the Architectural Committee.
15. 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 of high quality and enhance the subdivision's appearance.

Any damage done to the sidewalks, curbs and curbwalks, will be the responsibility of the owner to replace immediately. No front yard fencing and corner lots shall have any fencing within twenty-five feet (25') from the street. All fences are to be constructed along lot lines. Any solid rear yard or sideyard fencing shall not exceed the front line of the home. In the event any storage sheds are erected or placed in a rear or side yard, they must architecturally match the home on said lot, and also meet the conditions and approval set out by the Architectural Committee as contained herein.

No modular homes are permitted on any lots.

16. Rubbish containers shall be placed out of sight behind fence or in garage of each residence. No ashes, trash, rubbish, garbage or other refuse shall be stored or deposited anywhere outside of any living unit except during refuse collections by the City of Casper.

17. The Architectural 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 Architectural Committee for approval, shall be deemed to the covenants and agreed not to bring any motion or suit to recover damages against the Architectural Committee, its members as individuals, advisors, employees, agents, or owners of land within the subdivision.
18. The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from the date and after the date thereof, and shall remain in force and effect thereafter for a successive then ten (10) year period unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty (20) year period or at the end of any succeeding ten (10) year period.
19. The covenants herein contained shall be binding upon the undersigned and upon all their successors and assigns, as to any and all of the lots contained herein, and imposed upon as an obligation and charged against all the land and lots therein situate, for the benefit of the undersigned owners, their successors and assigns, and as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.
20. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the ground of waiver or estoppel.
21. The Architectural Committee shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, on behalf of itself and all or part of the lot owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation. The prevailing party shall be entitled to its costs, including attorney's fees, incurred in enforcing these covenants.
22. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
23. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy percent (70%) of the lots included within the boundaries of the Property, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it

shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

24. Additional residential lots may be added to the original lots covered by these covenants and thereby subjected to and benefitted by these covenants by action of the undersigned and the owners of the property sought to be added.

IN WITNESS WHEREOF, the undersigned has executed this instrument at Casper, Natrona County, Wyoming, this 9<sup>th</sup> day of May, 2002.

Summit Addition, LLC, a Wyoming  
Limited Liability Company

By: 

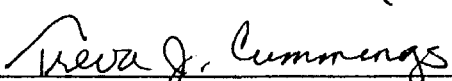
Its: Member

STATE OF WYOMING     )  
  ) s.s.  
COUNTY OF NATRONA    )

The above and foregoing instrument was acknowledged before me by Randall S. Hall, Member of Summit Addition, LLC. a Wyoming Limited Liability Company, this 9<sup>th</sup> day of May, 2002.

Witness my hand and official seal.

[SEAL]

  
Notary Public

My Commission expires:

