COVENANTS RESTRICTING AND GOVERNING

LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned WOLF CREEK PARTNERSHIP and W. R. ASBELL and SUSAN E. ASBELL, are the owners of all that certain real property situate

in Natrona County, State of Wyoming known and described as, and being a portion of,

The SE1/4, Section 19, T. 33 N., R. 79 W., of the 6th P. M.,

Natrona County, Wyoming, known as WOLF CREEK ONE ADDITION

and being more particularly described in Exhibit "A" attached and 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 Number 279308, and

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impair-ment 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 all of the real property situate and included within the

aforementioned WOLF CREEK ONE ADDITION, Natrona County, State of Wyoming, the following restrictions and limitations governing the use and development of all lots within the Addition, and does hereby specify and declare said restrictions and limitations shall be and constitute cove-nants running with all of the land in the Addition 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 lots within the Addition, to wit:

1. All lots in the Addition 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,

RECORDED Feb 6 1980AT2:200CLOCK1M
INSTRUMENT NO. 283761
JOHN J. TOBIN COUNTY CLERK
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).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-5436

2. No manufacturing, commercial business or other enterprises, other than those established or conducted on any lot in the Addition or in any structure erected or placed therein, excepting light business office or craft type activities which:

(a) are carried on only by residents of the dwelling;
(b) require no structural or exterior modification of the dwelling;

c) generate no additional traffic or parking, and

d) shall conform to Section 4 of this document.

3. No trailer, camper, garage, outbuilding, or any temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot within said Addition, except that a temporary measure, such as a tent or awning, may be erected, placed or permitted to remain on any lot, provided it is removed and stored on the rear yard or side yard portion of any lot, if it is fenced or otherwise provided with screening from the street and adjacent properties.

4. All structures to be erected will first be approved by the Architectural Committee. Said committee shall consist of W. R. ASBELL and AUGUST J. KIRKCAL. Both committee members shall identify in writing an alternate member.

5. No trailer, camper, garage, or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot.

6. No structure, whether or not conducted for profit, shall be operated, maintained or conducted on any lot in the Addition or in any structure erected or placed therein, excepting light business office or craft type activities which:

(a) are carried on only by residents of the dwelling;
(b) require no structural or exterior modification of the dwelling;

c) generate no additional traffic or parking, and

d) shall conform to Section 4 of this document.
of any lot or lots for a continuous period of more than 48 hours. No tractors and tractor and trailer assembly units may be parked on any of the above areas overnight. The foregoing enumeration of certain vehicle types is not intended to be exclusive, but only illustrative.

5. No obnoxious or offensive activity, commercial or otherwise, shall be conducted in the Addition, nor shall anything be done which may be or become an annoyance or nuisance to those owning property in the Addition.

6. No residence having a ground floor area of less than 1,200 square feet excluding garages, porches and patios shall be located on any lot; however, this restriction shall not be interpreted to preclude the location on any lot of bi-level, split-level, or tri-level residences provided that such bi-level, split-level or tri-level shall have at least 900 square feet of floor area on the main living level.

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

6. The construction of improvements in the Addition shall be completed no later than one year from and after the date upon which such construction was commenced; 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.

7. The exterior of each home shall also be approved by the architectural committee. Generally only paints and stains of natural earth color and masonry of like colors shall be approved by the committee. In general, the repetition of like or similar home designs in a limited area will not be allowed. Builders purchasing multiple lots should select scattered sites or provide a variety of designs for adjacent lots. Approval of a single house design by the committee does not constitute its approval...
for other sites unless specific permission is secured from the committee.
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, including proposed colors. In general, the committee
will encourage the buildings 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 of 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 sub-
mitted 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 Mr.
Austin J. McGreal, 100 N. Center, 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 curbsides, during construction and thereafter,
will be the responsibility of the owner or builder to replace.

8. It is the intention of the developers to make this subdivision
an energy efficient development and all construction shall meet the
following minimum standards:
(1) Exterior walls shall be constructed with a minimum R-19 insulation rating.

(2) Ceiling insulation shall be a minimum of R-30.

(3) Tank-type toilets will be required to be of a design that provides a maximum flush not to exceed three and a half gallons, or if a conventional toilet is used, must be equipped with an available water closet reservoir device designed to reduce the flush to three and a half gallons or less.

(4) Water-saving shower heads to limit flow to a maximum of three and a half gallons a minute will be required in all units.

(5) Aerators, which result in a flow reduction to approximately four gallons a minute, will be required on all kitchen sinks and lavatories.

(6) A pressure regulator will be required on the water line serving the interior of the dwelling and shall be installed so as to effect the most practical reduction in waste water volume.

2. 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 covenants 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.

10. The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year period unless by agreement of the majority of the then owners of lots or tracts in said Addition, the terms and provision 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.
11. In the event of the violation or attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned owner, or any person hereafter owning any lot in the Addition, to prosecute any proceeding 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 attempt or at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such isolation or to re-establish prior existing and unobjectionable conditions.

12. The covenants herein contained shall be binding upon the undersigned WOLF CREEK PARTNERSHIP and (ASBELLS), and upon all its successors and assigns, as to any and all of the lots in the Addition contained, and imposed upon the Addition as an obligation and charge against all the land and lots therein situate, for the benefit of the undersigned Partnership and owners, its successors and assigns, and as a general plan for the benefit of the Addition and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

IN WITNESS WHEREOF WOLF CREEK PARTNERSHIP AND W. R. ASBELL AND SUSAN E. ASBELL, have executed this instrument at Casper, Wyoming on the 1st day of Feb., 1950.

WOLF CREEK PARTNERSHIP

W. R. ASBELL
PARTNER

SUSAN E. ASBELL

STATE OF WYOMING ) ss.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by W. R. ASBELL this 1st day of February, 1950, Witness my hand and official seal.

My Commission Expires: 1-31-81

SUE ANDREWS - Notary Public

County of Natrona State of Wyoming

287761