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 SE 1/4, 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 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 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 covenants 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,
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).

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2 No manufacturing, commercial business or other enterprises, 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 thereon without the written consent of the owners of the adjacent properties. In the event of any such violation, the enforcement shall be made by the City of Casper or the Planning and Zoning Commission.

3. No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature shall be erected, placed or be permitted to remain on any lot in the Addition except that a camper-trailer, recreational vehicle, or similar structure may be used for temporary camping purposes. Such use shall be limited to a period of not more than 30 days in any one calendar year.

4. All structures to be erected in the Addition shall be approved by the architect and builder. Said structures shall be erected in conformance with the plans and specifications approved by the Building Inspector. Said plans and specifications shall be submitted to the Building Inspector for approval prior to the commencement of any work. Said plans and specifications shall conform to the standards established by the City of Casper and shall comply with all applicable laws, ordinances, regulations and codes.

5. No structures or facilities shall be erected, placed or be permitted to remain on any lot in the Addition without the written consent of the owners of the adjacent properties. In the event of any such violation, the enforcement shall be made by the City of Casper or the Planning and Zoning Commission.
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).

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In the event that either cannot perform his duties as a member of the committee for a prolonged period he or his successor most appoint or select a permanent replacement so that the committee can continue to function in a consistent and timely manner. Should one of the members of his alternate.
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 site 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 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 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 curbswalks, 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 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.

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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 ) ss.
The foregoing instrument was acknowledged before me by W. R. Asbell this 1st day of February, 1950.

My Commission Expires: 1-31-51

SUE ANDREWS - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 31, 1951