

COVENANTS RESTRICTING AND GOVERNINGLAND USE AND DEVELOPMENTOF THE WOLF CREEK III ADDITION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned WOLF CREEK DEVELOPMENT COMPANY is the owner of all that certain real property situate in Natrona County, State of Wyoming known and described as, and being portions of,

S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 19, Township 33 N. R. 79 W,
Natrona County, Wyoming, known as WOLF CREEK III

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 332642, 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 said real property situate and included within the aforementioned WOLF

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CREEK III 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, single-family dwelling, specifically
designed for the use and occupancy of one family, together
with normal accessory buildings and uses. The only exception
to this restriction is that it is permissible upon the
appropriate approval to include churches and schools as
permissible uses.

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 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 single family dwelling,
- c) generate no additional traffic or parking,
and

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d) shall conform to Section 4 (5) of this document,

nor shall any structure therein or any part thereof, be used as a boarding or rooming house, nor shall any signs, billboards or advertising devices (except suitable signs used to facilitate the sale thereof of unrestricted dimensions by the developer only with the other signs for selling the lots or houses being not greater than four (4) square feet in area, and signs identifying the occupants, less than four (4) square feet in area) be erected, placed or be permitted to remain on any lot within said Addition.

3. No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the Addition 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, 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 in the Addition except that a camper-trailer, recreational mobile home, or boat or snowmobile trailer may be 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. With respect to the improvements to be erected and situate in the Addition the following, together with all other provisions thereof, shall govern:

(1) All structures to be erected will first be

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approved (by use of plans) by the Architectural Committee. Said committee shall consist of W.R. ASBELL and AUSTIN J. MCGREAL. Both committee members shall identify in writing an alternate Committee member who is authorized to act in his place. In the event that either cannot perform his duties as a member of the committee for a prolonged period he or his successors must 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 or his alternate be unavailable for plan approval, the other member may notify him and his alternate by certified mail at the address predetermined by each member and alternate, that a plan approval is pending. Should such letter go unanswered for five (5) days, the remaining member may approve the plan or plans pending.

- (2) 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 responsible. Owners of the

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lots adjacent to the parkway dedications shown on Exhibit "B" shall be responsible for the installation of landscaping, continued care and maintenance of the parkway areas between their lots and the abutting streets.

- (3) No animals, livestock, or poultry or any kind shall be raised, bred or kept on any lot in the Addition except dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- (4) No vehicle of a size larger than the now standard American manufactured motor car 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 truck, camper, house trailers, buses, boats and boat trailers, snowmobile or trailers, shall be parked on the streets or any of the front yard areas, driveways or other ways of access in the Addition of any lot or lots for a continuous period of more than 48 hours. No tractors or 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. (A) 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, before the sale or occupancy of the dwelling. 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

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otherwise landscaped by the builder or contractor before the sale or occupancy of the dwelling. Front yard areas shall mean that area from the front lot line back to the front corners of the basic house structure (not the garage) for the full width of the lot. If a dwelling is completed in the winter, adequate funds shall be escrowed at the time of sale or occupancy for the purpose of landscaping and seeding the lot with said improvements being fully installed by the first May 15th thereafter. The builder or contractor is prohibited from storing, stockpiling or placing any building materials, debris, dirt or fill dirt on any lot other than the one upon which he is building and then only after having obtained a building permit therefore. The whole of the lot shall be landscaped with grass and trees by the builder or contractor before sale of the lot or occupancy of the dwelling except for the portion fenced in the rear lot by a fence screening said undeveloped rear lot from view of the subdivision.

(B) Builder of speculation houses must be landscaped at completion before the dwelling is placed on the market by builder or contractor.

Lot owners for undeveloped lots without a current building permit or upon which the building of a dwelling structure has not commenced within six (6) months of the purchase thereof, the said land owner shall plant the vacant lot with crested wheat grass at the density of 20 pounds of grass seed per acre with said grass being kept up and mowed to prevent its growth beyond 6 inches at any time. The lot is also to be kept free from any debris until such time as

the actual construction of the dwelling thereon has commenced.

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 color 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

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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 Street, 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 curbwalks, during construction and thereafter, will be the responsibility of the owner or builder to replace.

In the event any storage sheds are erected or placed in a rear or back yard that will be visible to the development, the shed must also meet the conditions set out by the Architectural Committee as contained herein.

All structures in the subdivision shall have wooden shake roofs. No modular homes are permitted in the subdivision.

Builders and contractors shall at all times during construction maintain dumpster trash pick-up units on site with all of the debris of building placed therein during each day to prevent any blow away or blow around of building materials from the building site.

8. It is the intention of the developers to make this subdivision an energy efficient development and all construction shall meet the following 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 one-half (3½) 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 one-half (3½) gallons or less.
- (4) Water-saving shower heads to limit flow to a maximum of three and one-half (3½) gallons a minute will be required in all units.
- (5) Aerators, which result in a flow reduction to approximately four (4) 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.

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9. 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 the 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 thereof, 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.

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