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 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 deemed to the extent such restrictions violate 42 USC 3604(c).

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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 single-family dwellings, specifically designed for the sole occupancy of one family, together with normal accessory buildings and uses.

2. No manufacturing, commercial business or other enterprises, non-residential or residential, shall any structure therein or any part thereof, be used as a boarding or rooming house, nor shall any sign or advertising device except suitable signs used to facilitate the sale thereof and signs on such property indicating the location of the property, and no trailer, camper, trailer home, or other structure of mobile nature shall be erected, placed or permitted to remain on any lot within the Addition.

3. No trailers, campers, trailers, or other similar structures of temporary character, shall be used as dwellings, either temporarily or permanently, and, except as the same may customarily employed by contractors for and during the construction of buildings, no temporary or insubstantial nature shall be erected, placed or permitted to remain on any lot in the Addition except that a camper-trailer, temporary trailer, tent, or any other structure of temporary nature, shall be allowed for and during the construction of any structure to be erected thereon.

4. All structures to be erected shall first be approved by the Architectural Committee. Said structures shall be erected or placed in conformance with the plans approved by the Committee, and no structure shall be erected, placed or permitted to remain in violation of any restriction, limitation or regulation herein set forth.
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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(1) No vehicle of any type, except those in use for transportation of persons for hire and those used for the transportation of manufactured motor homes, or pickup trucks, and no vehicle the principal use of which is for the transportation of passengers for hire, shall be parked or parked on the streets or any of the front yard areas, driveways, or other ways of access to the Addition.

(2) No animal, livestock, poultry or other domesticated animal shall be raised, or other household pets may be kept, provided that they are not kept in or on the Addition except as provided by local ordinance.

(3) No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The owner of the lot shall be responsible for the continued care and maintenance of the lot. The lot shall be maintained continuously by the owner of the lot, and the authority of the utility company is responsible. Owners of the lot adjacent to the utility company are responsible. Owners of the lot shall be responsible for the continued care and maintenance of the lot.

(4) In the event that either cannot perform his duties as a member of the committee for a prolonged period of time, his successor shall appoint or select a permanent replacement to act in his place.

(5) The committee may continue to function in a consistent manner that the committee can continue to function in a consistent manner.
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 or 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 complement 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 practicable 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 covenant 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 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.
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 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

[Signatures]

W. R. ASBELL

PARTNER

SUSAN E. ASBELL

STATE OF WYOMING

COUNTY OF NATRONA

This foregoing instrument was acknowledged before me by W. R. ASBELL, this 1st day of February, 1950, in the presence of SUE ANDRESS, Notary Public, and certified by her hand and official seal.

My Commission Expires: 1.25.81

Notary Public

SUE ANDRESS - Notary Public

County of Natrona State of Wyoming


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