

DECLARATION OF PROTECTIVE COVENANTS

CARTER VIEW RANCHES

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

Michael M. Vukelich and Lila K. Vukelich, husband and wife and Richard C. Locke and Jacqueline J. Locke, husband and wife, each being of lawful age and each first duly sworn upon oath according to law, depose and say as follows:

That they are the owners of certain real property located in Park County, Wyoming, and more particularly described as follows:

- Lots 1 through 6, Block 1
- Lots 1 through 12, Block 2
- Lots 1 through 9, Block 3
- Lots 1 through 9, Block 4

All within CARTER VIEW RANCHES, as shown on the Plat recorded in the Office of the County Clerk of Park County, Wyoming in Plat Book C at page 73 ;

That they intend to convey said lots to various purchasers by deed, subject to the restrictive covenants on the part of purchasers, as hereinafter set forth, to the end and purpose that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of said lots, whether they have become such before or after the date hereof, and that such covenants will be and become binding upon the heirs, successors and assigns of such owners.

That the invalidation of any of these covenants, by judgment or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect.

That these covenants shall be and remain covenants running with the land and shall be effective with respect to all lots in the CARTER VIEW RANCHES and these covenants to be effective from and after the date of the recording of this Declaration of Protective Covenants in the office of

the County Clerk of Park County, Wyoming.

Covenant No. 1. All lots in the subdivision shall be known and described as residential lots. No structure or structures shall be erected, altered, placed, and permitted to remain on any residential lot, other than one, detached, single-family dwelling, and a private garage and other appropriate outbuildings incidental to residential use or as allowable under these protective covenants.

Covenant No. 2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall be at least One Thousand Two Hundred (1,200) square feet.

Covenant No. 3. No building or dwelling shall be located on any residential lot nearer than Twenty-five (25) feet to the front lot line and not nearer than Twenty-five (25) feet to any side or rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that they shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Covenant No. 4. There shall be no subdivisions of said tract, nor of the lots, which would result in a unit smaller than the smallest lot now laid out in the original Plat.

Covenant No. 5. Necessary easements for installation and maintenance of utilities are reserved and when possible shall be located in the platted streets. Also, all necessary easements are reserved against and in favor of each lot or tract for suitable ditches necessary to provide irrigation and drainage to the subdivision. All owners shall cooperate in the proper division of irrigation water and the maintenance and clearing of ditches.

Covenant No. 6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No persons shall park or leave standing upon any property, or street abutting thereon, any motor vehicle which shall not have a current registration or license plates, or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.

Covenant No. 7. No livestock, except horses, sheep, cows and fowl used for domestic purposes may be kept upon any lot in the subdivision.