STATE OF WYOMING }
SS.
COUNTY OF UINTA }

PROTECTIVE COVENANTS FOR M BAR B SUBDIVISION 341491
1st ADDITION

CITY OF EVANSTON, UINTA COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS: That the M BAR B SUBDIVISION, first addition a partnership consisting of Marvin F. Bollschweiler and Margaret V. Bollschweiler are the owners of the following described property, in Evanston, Wyoming.

M BAR B Subdivision, first addition, a subidivision according to the official plat on file with the Uinta County Records, Plat #336532, in the office of the County Clerk and Ex-Officio Register of Deeds, Uinta County, Wyoming at the hour of 11:50 o'clock A.M. on the 5th day of Oct. 1979. with description of said lands being fully described on said plat.

NOW, THEREFORE, said owners hereby subject said premises to the following covenants, restrictions and conditions: and the acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their, and each of their heirs, executors, admisistrators, successors and assigns, shall constitute their covenant and agreement with the undersigned, and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants, restriction and conditions, as follows, to wit:

NOW, THEREFORE,the declarants hereby declare that said lots, and each of them, shall be held, transferred, sold, conveyed, used improved, occupied, and held subject to these covenants, restrictions, easements, charges and liens, as hereinafter set forth.

1. LAND USED AND BUILDING TYPE: No lot shall be subdivided in any manner. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached, single-family dwelling and a private garage for not more than three cars.

2. ARCHITECTURAL CONTROL: No building, fence or other structure shall be erected, placed or altered on any lot in M BAR B Subdivision, 1st addition, hereinafter, referred to as the subdivision, until the proposed building plans, specifications, building materials, plot plan (showing the proposed location of such building or structure, drives, outdoor lighting and parking area, and construction schedule shall have been approved in writing by the Architectural Control Committee, its successors and assigns. Approval of plans, location and specifications will not be unreasonably withheld as long as they are in compliance with provisions of the covenants.

3. EASEMENT: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

4. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor chall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials.

6. SIGNS: No billboard of any character shall be erected, posted, painted or displayed upon or about any of said property unless such billboard or sign shall have been submitted to and approved by the architectural control committee.

7. LIVESTOCK-PETS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are in compliances with all city ordinances.

8. WASTE AND TRASH: No trash, rubbish or unsightly items of property or waste shall be permitted to remain on any property. The owner or occupant of each lot in the subdivision shall do all things necessary or desirable to keep the same neat and in good order at all times.

9. COMPLETION OF CONSTRUCTION: The exterior of all houses and other structures must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

10. PROHIBITED ACTIVITIES: No business or profession of any nature shall be conducted on any lot, and no building or structure intended for or adapted to business or professional purposes, duplex house, lodging house, rooming house, like uses shall be erected, placed, permitted or maintained upon any lot, said lots being intended for residence purposes only. These restrictions shall not preclude cultural activities in the homes, such as painting, sculpturing, writing, music, and similar cultural activities, even if such activites may bring renumeration to the person or persons participating therein.

11. ARCHITECTURAL COMMITTEE: The architectural committee shall be composed of Marvin F. Bollschweiler, Margaret V. Bollschweiler and such persons appointed by the Grantors. Any act by a mojority of a quorum of the then acting architectural committee shall be deemed the act of the committee. Two members shall constitute a quorum. Vacancies arising on the committee shall be filled by the remaining members of the committee.

12. ASSIGNMENT OF POWERS: Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successor in interest of the Grantor.

13. TERM: All of the provisions, restrictions, covenants and conditions set forth in this declaration shall affect each and all of the lots contained in the subdivision and shall run with the land, and shall exist and be binding for a period of ten (10) years from the date hereof; provided, however, that these covenants shall be automatically extended for successive ten (10) year periods following the original ten-year period, unless a notice of termination is executed by the owners of seventy-five per cent (75%) of the lots subject to these restrictions and filed with the Office of the County Clerk for Uinta County, Wyoming.

14. ADDITIONAL FILINGS. The right is hereby reserved by the declarants to include, from time to time, additional land within the M BAR B SUBDIVISION, as additional filings by filing with the County Clerk for Uinta County, Wyoming, a plat describing such additional land with a declaration referring to the above-recited restrictive covenants subjecting such additional land to the covenants and conditions hereof.

15. HOMEOWNERS ASSOCIATION. A nonprofit Homeowners Association will be created by the declarants, and every person or entity who is a record owner of a fee interest in any lot which is subject by covenants of record to assessment by the association shall be a member of the association provided, that for any such person or entity who holds such interest merely as a security for the performance and other obligation shall not me a member. The rights, duties, assessments and other obligations of the Homeowners Association shall be governed by these restrictive covenants and by the certificate of incorporation and bylaws adopted by such association.

EXECUTED THE 29th day of January, 1980

By Marvin F. Bollschweiler

M BAR B ENTERPRISES
Evanston, Wyoming

By Margaret V. Bollschweiler

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS
COUNTY OF UINTA)

The foregoing instrument was acknowledged before me by MARVIN F. BOLLSCHWEILER and MARGARET V. BOLLSCHWEILER———M BAR B Enterprises, on this__day of January, 1980

ELAINE BLAKESLEE - Notary Public
County of Uinta State of Wyoming
My Commission expires March 22, 1980

WITNESS my hand and official seal

Signature Elaine Blakeslee Title Notary Public

Address Evanston, Wyo

(SEAL)

My commission expires: 358

THE STATE OF WYOMING)
COUNTY OF UINTA) SS

FILED FOR RECORD IN MY OFFICE 2-1-80
AT 3:00 O'CLOCK P M., AND RECORDED IN
BOOK 361 OF Deeds PAGE 357

JOYCE HOLMES
County Clerk & Ex-Officio Register of Deeds
By Linda M Patterson
Deputy