

RECORDED	SEP 4 1973	AT	118
IN BOOK	531	PAGE	214
NO.	432511	SWEETWATER RIVER WYO.	
JAMES E. WELLS, COUNTY CLERK			

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DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Dean Kobler and Betty Sue Kobler, husband and wife, being the present owners of the Clearview Acres, Subdivision, Second Filing, of Sweetwater County, Wyoming, pursuant to the plat thereof, do hereby covenant and agree that all of said Lots in said Subdivision are held subject to and with the benefit of all restrictions, conditions, covenants, changes, and agreements contained in the within Declaration of Protective Covenants, and do further hereby covenant and agree that any subsequent grants of any said Lots now owned by the aforementioned owners shall be subject to the covenants and restrictions hereinafter set forth:

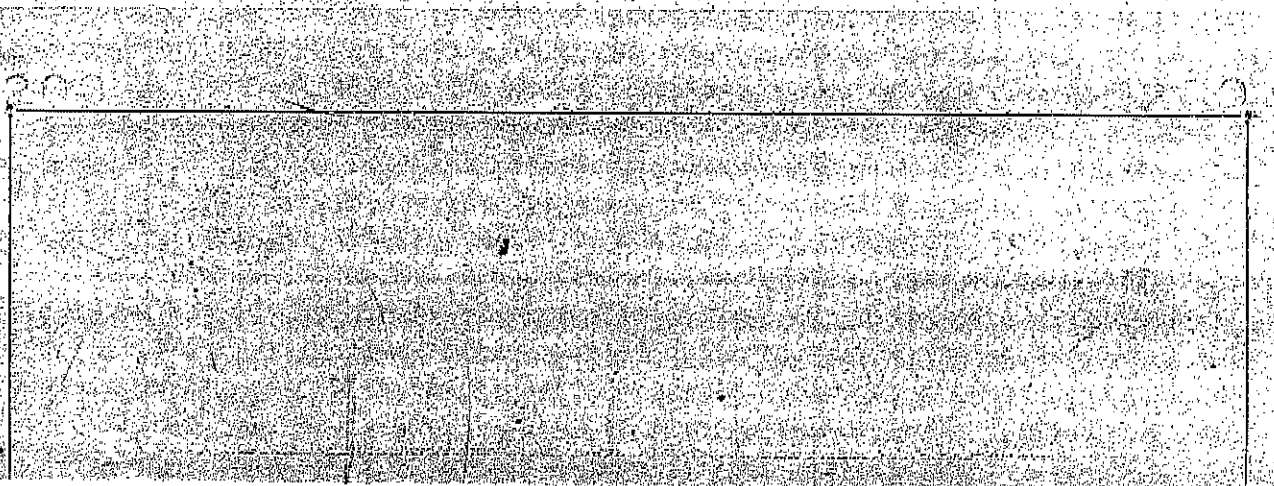
1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any of the aforesaid lots other than one detached single family dwelling not to exceed one and one-half stories in height, and a private garage for not more than two cars, and other appropriate out-buildings incidental to residential use of the lot. No lot shall be subdivided as separate building sites. Provided, however, multiple family dwellings may be erected, altered, placed and permitted to remain on Lots 135 to 144 inclusive and Block 1 of said Subdivision.

2. RELOCATABLE AND MOBILE HOMES AND TYPE OF MATERIAL: Relocatable and mobile homes may be installed and placed on said lots provided, however, that they must be installed on permanent foundations of either block or concrete. Provided, however, all other construction must be of new materials and no existing building moved onto any lot from another location.

3. FENCES: Yard fences, walls, or hedges may extend only from the rear of the lot to the rear of the house thereon, and there shall be no front yard fencing, walls, or hedges.

4. NUISANCES: No noxious or offensive activity 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.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.



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6. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

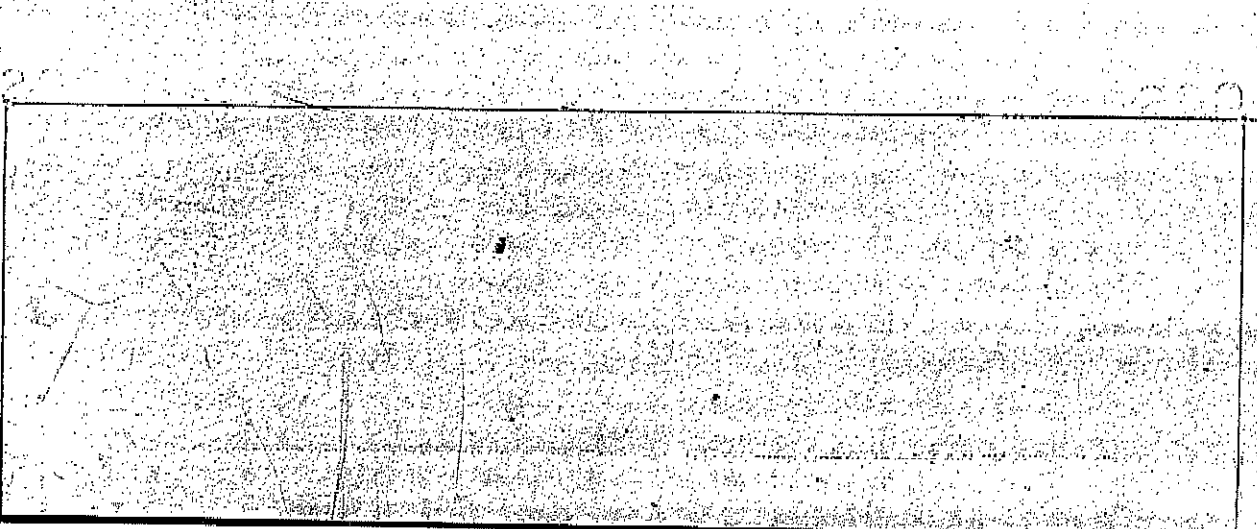
7. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

9. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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 is responsible.

10. BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except accessory structure eaves shall not be closer than 3 feet from side lot lines on interior lots. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot encroach upon another lot.

11. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure



have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph 13 hereof.

12. MEMBERSHIP: The architectural control committee is composed of Dean Kobler, James L. Martin and Raymond F. Venta. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

13. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The failure of such representative to approve or disapprove any proposed builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

14. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. SEVERABILITY: Invalidated of any one of these covenants by judgment or court order shall in no way effect any

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of the other provisions which shall remain in full force and effect.

Dated this 31 day of August, 1973.

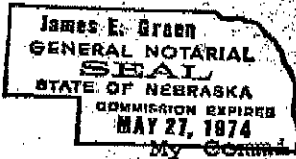
Dean Kobler

Betty Sue Kobler

The State of Nebraska }
County of Lincoln } ss.

The foregoing instrument was acknowledged before me this 31 day of August, 1973, by Dean Kobler and Betty Sue Kobler, husband and wife.

Witness my hand and official seal.



James E. Green
Notary Public

My Commission Expires: May 27, 1974