

7. No obnoxious or offensive trade or activity or illegal practices or commercial business of any kind shall be carried on upon any residential lot or any part thereof.

8. No signs, billboards or advertising structure of any kind shall be erected or displayed on any residential lot or lots other than a single sign not more than two by two and one-half (2 x 2½) feet in size advertising a specific lot or house for sale or rent, and said sign shall be placed only on the house or lot being so advertised; provided, however, that advertising signs by builders and materialmen will be allowed during periods of construction.

9. No trash, refuse, ashes or other rubbish may be dumped or thrown on any residential lot or portion thereof.

10. All easements for utilities installations shall be from the city to the utility company and shall be in the alley ways or streets and are not to encroach upon the lot.

11. 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.

12. There shall be no duplexes or double dwellings erected in the area and no house basement, dwelling or structure shall be constructed, remodeled, changed or erected for the purpose of making it into an additional family dwelling, and no dwelling or structure of any kind shall be inhabited by more than a single family.

13. 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 excavation 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.

14. All covenants, conditions and restrictions set forth herein shall remain with the land and be binding on all parties and persons claiming any interest in any of the land herein described or any part thereof.

15. The covenants, conditions and restrictions contained herein shall be in effect for a period of thirty-five (35) years from the date hereof, at which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, provided that at the end of such thirty-five (35) year period or any such ten (10) year period the then owners of said residential lots may by majority vote, amend, modify, or nullify said covenants, conditions or restrictions in whole or in part.

16. Any violations of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by TANNER LAND CO. or by a majority of the owners of said residential lots, and any person violating said covenants, conditions and restrictions shall be liable for damages to the remaining owners.

17. The covenants, conditions and restrictions contained herein are accepted by the Town of Marbelton, Sublett County, Wyoming, and the property herein described is and shall be subject to all laws and ordinances of said Town.

18. In the event any clause, sentence, paragraph or part of this agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgement shall not affect, impair, or invalidate the remainder of this agreement, but such judgement shall be confined in its operation to the clause, sentence, paragraph or part thereof specifically held to be invalid.