



First American Title™

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No. 517538 Filed for record this 6th day  
of April, 1966, at 11:00 o'clock A.M.

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PROGRESSIVE BUILDERS, INC.

TO THE PUBLIC

DECLARATION

State of Wyoming )  
                                      ) ss.  
County of Albany )

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Progressive Builders, Inc., a corporation organized and existing under the laws of the State of Wyoming, being owner of all the lots and lands in Alta Vista First Addition, Laramie, Albany County, Wyoming, covenants and agrees that all the lots as described in said addition are held subject to and with the benefits of all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and it further covenants and agrees that any subsequent plat or addition of any and all lots hereafter platted, presently owned by it and platted as subsequent Alta Vista additions, shall be subject to the following covenants and restrictions, to-wit:

A. All lots in this addition and tract shall be known and described as residential lots without exception.

B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than single family dwelling with attached private garages for not more than three cars and shall, under no circumstances, have contained in said dwelling basement apartments or other apartments.

C. No existing structures of any kind are to be moved onto any of the lots in said addition.

D. All dwellings shall be so located on the residential lots that there shall be provided a minimum front yard setback of thirty-five feet (35'), a minimum side yard setback with an aggregate of twenty-five feet (25') setback combined side yards with a minimum of ten feet (10') setback for any one side and a minimum rear yard setback of fifteen feet (15').

E. No lot shall be subdivided or diminished in size except to add area to a contiguous lot, and in no event shall the subdividing or diminishing result in a building area of less square feet than the lot as originally platted.

F. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor may any business of whatsoever nature be carried on upon any lot.

G. No trailer, basement, tent, shack, garage, bam or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

H. No dwelling shall exceed twenty-five feet (25') in height. The ground floor area of every dwelling, exclusive of open porches and garages, shall conform to the following minimum requirements: (1) Single-level one-story structures shall have a minimum of 1,400 square feet ground level area; (2) Tri-level structures shall have a minimum of 1,600 square feet, 800 square feet of which shall be on the first level; (3) Two-story structures shall have a minimum of 1,200 square feet on the ground floor level.

I. An easement is reserved over the rear ten feet (10') of each lot for utility installations and maintenance, and a trespass easement over any part of each lot is reserved for the use and benefit of personnel of those utility companies which have installations in the rear lot areas for purposes of access to the utility area for installation, removal and maintenance of utility facilities. Said lot owner shall maintain the surface of the easement. No lot owner shall erect or maintain any pole in the rear yard area of such a nature as to in any way detract from the aesthetic purpose of installing underground utilities.

J. No building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications and plot of plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the neighborhood, and as to location of the building with respect to topography and finished ground level by members of the Board of Directors of Progressive Builders, Inc. or a committee nominated and appointed by such Board of Directors. In the event of the death or resignation of any member of said Board or committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event of the death or resignation of two or more members of the committee, the lot and plot owners shall elect new committee members to succeed those who have died or resigned, each lot owner having one vote for each lot owned. In the event that the said committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, and if no suit to enjoin the erection of such buildings or making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of this committee, or its successors, shall be entitled to receive any compensation for services performed under this covenant. The powers of the committee therein named, or its representatives, shall cease on January 1, 1975. Thereafter the approval required in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by this committee.

K. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants

herein contained, it shall be lawful for any other person or persons owning real estate situated in said development or subdivision to prosecute proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

L. No lot owner may plant nor cause to be planted cottonwood trees, except cottonless cottonwood trees.

M. Garbage containers shall be located inside the property line and shall be sunk in the ground to a depth equal to the heights of the containers and covered, and shall be provided with a drain to facilitate cleaning and draining. There shall be no above ground garbage containers on sight outside the dwelling or garbage wells, except during the hours of garbage pickup designated by the proper authorities.

N. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

O. 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.

P. No portion of any building shall be constructed on or project over any portion of the utility easement.

Q. All principal and accessory buildings constructed in Block 1 shall front on Alta Vista Drive and entrance to said lots shall not be made from 30th Street.

R. If required by the City of Laramie, subdivider and each and all of its successors and assigns will join in a petition or petitions for the formation of local improvement districts pursuant to the existing Wyoming state law with respect the improvement of 30th Street and/or Gray's Gable Road, the cost of the improvement to be borne by the subdivider.

S. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1995, at which time the said covenants shall be automatically extended for successive periods of ten years each unless by vote of a majority of the then owners of the lots, each owner being entitled to one vote for each lot owned, it is agreed to change said covenants in whole or in part.

T. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions of these covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, Progressive Builders, Inc. has caused these presents to be signed by its president and its corporate seal affixed this 5th day of April, 1966.



Secretary

PROGRESSIVE BUILDERS, INC.

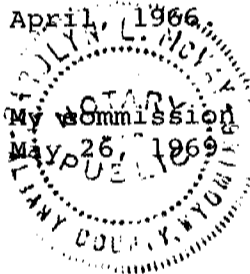
By:

President

State of Wyoming (ss.)  
County of Albany (

On this 5th day of April, 1966, before me personally appeared G. D. Humphrey, to me personally known, who, being by me duly sworn, did say that he is president of Progressive Builders, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said G. D. Humphrey acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 5th day of April, 1966.



My commission expires:

Carolyn L. McVay  
Notary Public