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1271 N 15th Street
Laramie, WY 82072
307-745-3480

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Quad Development, 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 Heights Second Addition, Laramie, Albany County, Wyoming, covenants and agrees that all the lots as described in said addition are subject to and with benefits of all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, to-wit:

A. All lots in this addition shall be known and described as limited one family 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 apartment 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 35 feet, a minimum side yard setback with an aggregate of 25 feet setback, combined side yards with a minimum of 10 feet setback for any one side, and a minimum rear yard setback of 15 feet.

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, barn, 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 25 feet in height from finished grade. 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 1,200 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 ground level;

(3) Two-story structures shall have a minimum of 1,200 square feet on the ground floor level;

(4) Bi-level structures shall have a minimum of 1,200 square feet on the upper level.

I. An easement is reserved over the rear 10 feet of each lot in Block One, and over the East 10 feet of Lot 22-A, Block One, of said addition 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 of such a nature as to in any way detract from the aesthetic well-being of the addition.

J. No building shall be erected, placed or altered on building plot in this addition until 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, as to location of the building with respect to topography and finished ground level by members of the Board of Directors of Quad Development, 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 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 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 alternations 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.

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 addition to prosecute proceeding 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. There shall be no garbage containers outside the dwelling or front yard fencing, except during 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 sale 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 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.

