

STATE OF WYOMING )  
COUNTY OF ALBANY )  
THIS INSTRUMENT FILED FOR  
RECORD & DULY ENDORSED

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THE STATE OF WYOMING )  
COUNTY OF ALBANY ) ss.

AND/OR RECORDED IN THE  
MICROFILM RECORDS.  
JACKIE R. CONZALES  
COUNTY CLERK  
BY AS ASST

TO THE PUBLIC:

DATE: April 20, 1994

GRANTOR: IMPERIAL HEIGHTS THIRD ADDITION  
WAYNE J. AND TAMI D. HEATHER

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Albany County, Wyoming, to-wit:

IMPERIAL HEIGHTS, THIRD ADDITION, being a subdivision of a portion of Section 1, T15N, R73W, 6th P.M., Albany County, Wyoming; Specifically, Block 4, Lots 5 through 12, and Block 5, Lots 1 through 8

does hereby make this Declaration of Protective Covenants applicable to all of the described property.

I. Single Family Residence

A. One Family Residence Designated in Filing: All lots designated for single-family residence shall be used for a one family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage apartment thereto. Modular and Mobile Homes are prohibited.

B. Dwelling Quality and Size: No dwelling shall have less than 1200 square feet without a basement or 1200 square feet with a basement. Tri-level and bi-level houses shall have not less than 1000 square feet on the upper two levels with a minimum total footage of 1400 square feet. A two-story house shall have not less than 1400 square feet finished area. The square footage shall be determined by measurement of the framing dimensions of the living quarters only. No storage areas or garages shall be considered in determining square footage.

C. Minimum Lot Size and Building Locations:

1. No residential structure shall be erected or placed on any tract having less than 6,000 square feet or having a front footage of less than 50 feet at setback line.

2. No structure shall be located closer to the front lot line than twenty-five (25) feet, nor closer to the rear lot line than five (5) feet.

3. No structure shall be located closer than five (5) feet from one side lot line.

4. For the purposes 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 to encroach upon another lot.

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5. Not less than a single car garage, attached or detached, shall also be provided in conjunction with the construction of the residence.

## II. General Requirements for All Lots in the Subdivision

A. 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 structure and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph M with the exception of open rail not to exceed three (3) feet in height. Exterior color choice must be submitted for approval by the architectural control committee.

B. 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.

C. Nuisances: No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

D. 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 temporarily or permanently.

E. Parking and Non-operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and other large vehicles such as stock trucks and trailers, shall be limited to a period of seventy-two (72) hours when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than twenty-four (24) hours at any one time or as a repeated matter of practice.

F. Signs: 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 (5) 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.

G. 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.

H. 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 that they are not kept, bred or maintained for any commercial purpose, and not more than three animals may be kept or maintained at any time.

I. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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 and sanitary condition.

J. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

K. Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and Use:

1. Lawns shall be promptly planted.
2. No overhead wires shall be allowed unless approved in writing by the Architectural Control Committee.
3. Construction of the dwelling shall be completed within one (1) year of date commenced, subject only to reasonable adjustment as approved by the Architectural Control Committee for any delays caused by acts of God or other events beyond the control of purchaser.

L. The Architectural Control Committee is composed of the following persons: Wayne and Tami Heather. 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. None of 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 powers and duties.

M. 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 within thirty (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.

N. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

O. Enforcement: In the event any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

P. Severability: Invalidation of any of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

DATED this 20 day of April, 1994.

IMPERIAL HEIGHTS THIRD ADDITION

By: Wayne and Tami Heather

*Wayne J. Heather*  
Wayne J. Heather

*Tami D. Heather*  
Tami D. Heather

State of Wyoming )  
County of Albany ) ss.

The foregoing instrument was acknowledged before me by Wayne J. Heather and Tami D. Heather, this 20 day of April, 1994.

Witness my hand and official seal

*[Signature]*  
Notary Public

