



First American Title™

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Declaration of Protective Covenants

7728

KNOW ALL MEN BY THESE PRESENTS:

First Interstate Bank of Laramie, N.A., a corporation organized and existing under the laws of the State of Wyoming, being owner of all the lots and land in Indian Hills Ninth 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 minimum rear yard setback of 10 feet.
- E. No lot shall be subdivided or diminished in size except to add area to a contiguous lot.
- 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 level floor;
 - (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 two 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.

J. 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.

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

L. There shall be no garbage containers outside the dwelling or front yard fencing, except during hours of garbage pickup designated by the proper authorities in block two of said addition. In the remaining areas of the said addition where alleys are provided, City of Laramie, State of Wyoming, requirements shall be complied with.

M. No sign of any kind shall be displayed to the public view of 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.

N. 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 boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

P. No person shall be allowed to keep, breed, or raise chickens, turkeys, horses, cows, cattle, sheep, or any other domestic farm animals, on any lot or erect thereon any building designed to house the same: this restriction shall not be construed to prohibit any person from keeping cats, dogs, or other household pets on any lot, provided they are not kept, bred, or raised for any commercial purposes.

Q. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 2018, at which time the said covenants shall automatically extend 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.

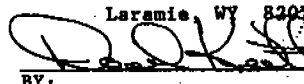
R. In the event a lot owner applies for a State of Wyoming or a City of Laramie solar rights permit, the lot owner shall secure permission in writing from the adjoining lot owners before seeking said solar permit. The property rights of the adjoining lot owners shall not be infringed upon by the solar permit and these covenants shall be complied with.

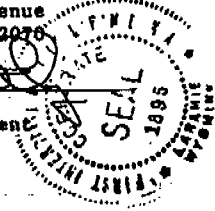
S. No antenna or disc shall be constructed or erected on any lot which is visible from any adjoining street.

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


IN WITNESS WHEREOF, First Interstate Bank of Laramie, N.A., has caused these presents to be signed by its President and it corporate seal affixed this 31st day of August, 1988.

First Interstate Bank of Laramie, N.A.
221 Ivinson Avenue
Laramie, WY 82070

BY: 
David Keithly, President



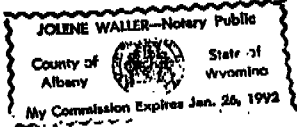
ATTEST:


Gordon Jenkins
Executive Vice-President

STATE OF WYOMING)
)ss.
COUNTY OF ALBANY)

Acknowledged before me by said President as his voluntary act and deed and the voluntary act and deed of said Corporation this 31st day of August 1988.

Witness my hand and official seal.



Joelne Waller
Notary Public

My commission expires: Jan 26, 1992

****THIS INSTRUMENT IS FILED FOR RECORD BY ALBANY COUNTY PIONEER ABSTRACT COMPANY AS AN ACCOMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.****

ALBANY COUNTY CLERK
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AUG 31 1988
ALBANY COUNTY CLERK

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RECORDED
INDEXED
AUG 31 1988
ALBANY COUNTY CLERK

JUL 13 PM 2:25

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being all of the owners of the lots and land in Indian Hills Ninth Addition to the City of Laramie, Albany County, Wyoming, which land is subject to those certain Declarations of Protective Covenants filed in the office of the Albany County Clerk, Albany County, Wyoming, on September 2, 1988, in Book 388 at Page 37 of Photo Records, hereby amend the first sentence of Section H of said Protective Covenants. The first sentence of said section shall hereafter be read as follows:

No dwelling shall exceed 30 feet in height from finished grade.

In all other respects, the undersigned property owners of all of the lots in Indian Hills Ninth Addition reaffirm and declare that the Protective Covenants above referenced shall continue in full force and effect as provided therein.

Dated this 9th day of June, 1990

William Bacil Jones

Richard D. Nordquist

Susan Barnard Jones

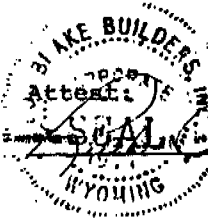
Shirley A. Nordquist

William D. Uren

Dorothy H. Uren

BOB BLAKE BUILDERS, INC.

By: Robert D. Blake

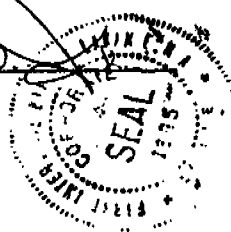


Attest:

[Signature]

FIRST INTERSTATE BANK OF LARAMIE, N.A.

By: [Signature]

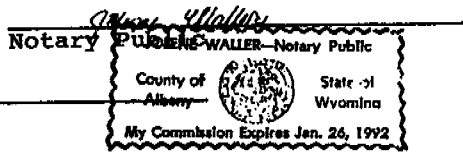


X

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The above and foregoing Amendment to Declaration of Protective Covenants was acknowledged before me by Richard D. Nordquist and Shirley A. Nordquist this 23rd day of April, 1990.

Witness my hand and official seal.

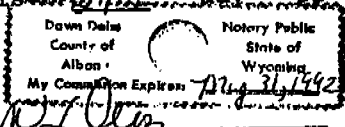


My Commission Expires: Jan. 26, 1992

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The above and foregoing Amendment to Declaration of Protective Covenants was acknowledged before me by William Bacil Jones and Susan Barnard Jones this 27th day of April, 1990.

Witness my hand and official seal.



Dawn Dale
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF ~~ALBANY~~)

The above and foregoing Amendment to Declaration of Protective Covenants was acknowledged before me by William D. Uren and Dorothy H. Uren this 8th day of June, 1990.

Witness my hand and official seal.

William D. Uren
Notary Public

My Commission Expires: 1-30-92

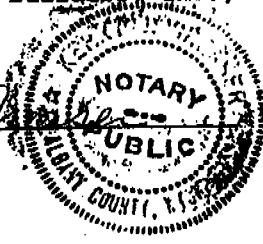
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The above and foregoing Amendment to Declaration of Protective Covenants was acknowledged before me by Robert D. Blake, President for Bob Blake Builders, Inc., this 4 day of May, 1990.

Witness my hand and official seal.

Robert D. Blake
Notary Public

My Commission Expires: Feb. 16, 1994



STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The above and foregoing Amendment to Declaration of Protective Covenants was acknowledged before me by Gordon W. Jenkins, President for the First Interstate Bank of Laramie, N.A., this 23rd day of April, 1990.

Witness my hand and official seal.

Joene Waller
Notary Public

My Commission Expires: Jan. 26, 1992

