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**PROTECTIVE AND RESTRICTIVE COVENANTS FOR BLOCKS 2 AND 3 OF THE
IRON MOUNTAIN ADDITION TO THE CITY OF LARAMIE, WYOMING**

Filed October 15, 1965

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KNOW ALL MEN BY THESE PRESENTS, That THE BANK OF LARAMIE, WYOMING (a banking corporation organized under the laws of the State of Wyoming) as Trustee, as owner and proprietor of all of the lands subdivided and laid out as Lots 1 through 10, both inclusive, in Block 2, and Lots 1 through 14, both inclusive, in and comprising the whole of Block 3, and adjacent alleys, of and in the Iron Mountain Addition to the City of Laramie in the County of Albany and State of Wyoming, as said lots and blocks are laid out, subdivided, designated and described on the "Plat of Block 3 and Portions of Blocks 2 and 4, Iron Mountain Addition to City of Laramie, Wyoming", dated May 1, 1965, and accepted and approved by the City Council of said City on July 6, 1965, Hereby Certifies and Declares that all of the land in said Blocks 2 and 3, and in each and all of the lots therein, shall be protected, governed and controlled by the following provisions and restrictions, which, as covenants running with the land, shall be, and hereby are, incorporated into the title of every parcel of said land, and of every sale and conveyance thereof to be made by said Trustee, to-wit:

(a) No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one single family dwelling, except that one two family dwelling shall be permitted on Lot 5 in Block 2, none of which dwellings shall exceed two and one-half stories in height, and outbuildings incidental to the uses and occupancy of the property for such purposes.

(b) No building shall be erected, placed or permitted to remain on any lot where any part of such building including porches is less than 15 feet from the front property line, or less than five feet from the side property lines along the front two-thirds of the lot, but not less than sixty feet from the front property line, or less than three feet from the side property lines on the rear portion of the lot; and no lot may be subdivided in such manner as violates this provision. No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

(c) No dwelling shall be permitted on any lot in said Blocks 2 and 3 which shall cost less than \$13,500.00 based upon cost levels prevailing on July 1, 1965, or which shall have a floor area exclusive of garage and porches of less than 900 square feet in the case of a one-story dwelling, or less than 700 square feet in the case of a dwelling of more than one story, provided the total finished area of both stories shall be not less than 1,300 square feet. In the case of a split-level house where there is less than a story height difference in elevation of the two levels, and the floor of the lower level is not more than 24" below the finished grade, the combined floor area of the ground level and that portion of the lower level which is entirely finished and used for normal living purposes (exclusive of service, utility and storage areas) shall be taken as the ground floor area. A split-level house of three levels, all of which are finished and used for normal living purposes with one level directly above another, shall be construed as a structure of more than one story.

(d) No house, house-trailer or trailer house or other building, or any kind, shall be moved onto any lot, and no temporary or moveable structure of these or any other kinds, and no trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract, shall at any time be used as a residence temporarily or permanently.

(e) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) 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 building to advertise the property during the construction and sales period.

(g) 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) 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.

(i) 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) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Laramie and the Wyoming State Department of Public Health. Approval of such system as installed shall be obtained from such authorities.

(k) No individual sewerage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Laramie and the Wyoming State Department of Public Health. Approval of such system as installed shall be obtained from such authorities.

(l) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1990; at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in said Blocks 2 and 3 in said Iron Mountain Addition, it may be or is agreed to change the said covenants in whole or in part.

(m) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or person owning any real property situated in said Blocks 2 and 3 in said Iron Mountain Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(n) Invalidity of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

And said Bank of Laramie as Trustee hereby covenants and agrees with each purchaser to whom it shall sell any parcel of said land that such parcel shall be protected by the above and foregoing restrictive covenants, and that all other parcels thereof shall be subjected to and limited by the above and foregoing restrictive covenants, as fully and effectually as though said covenants were set forth at length in each sale contract or conveyance.

IN WITNESS WHEREOF, the Bank of Laramie as Trustee, a Wyoming corporation, has caused this instrument to be subscribed and sealed with its corporate seal by its President and Cashier, by authority of its Board of Directors, this 18th day of August, 1965;

Signed: Bank of Laramie, Wyoming, as Trustee

By: G. J. Forbes, President

Attest: R. F. Guthrie, Cashier

(Corporate Seal)

Acknowledged by said President and Cashier as their voluntary act and deed and the voluntary act and deed of said corporation before a Notary Public in Albany County, Wyoming on August 18, 1965.
(Notarial Seal)

Commission expires June 10, 1966

File No. 513086

PROTECTIVE AND RESTRICTIVE COVENANTS FOR BLOCK 1 OF THE
~~THE~~ ~~ADDITION~~ TO THE CITY OF LARAMIE, WYOMING.

(a) No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one single-family dwelling, none of which dwellings shall exceed two and one-half stories in height, and outbuildings incidental to the uses and occupancy of the property for such purposes.

(b) No building shall be erected, placed or permitted to remain on any lot where any part of such building including porches is less than ~~25 feet from the front property line~~ (except that in the case of lots 3 and 4 a building facing north on these two lots may be set back 15 feet from the north property line), or less than ~~five feet from the side property lines along the front two-thirds (2/3rds) of the lot in the case of a main building, but not less than sixty feet, from the front property line, or less than three feet from the side property lines on the remaining rear portion of the lot in the case of accessory building;~~ and no lot may be subdivided in such manner as violates this provision. No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

(c) No dwelling shall be permitted on any lot in said Block 1 which shall cost less than \$16,500.00 based upon cost levels prevailing on April 1, 1967, or which shall have a floor area exclusive of garage and porches of less than 900 square feet in the case of a one story dwelling, or less than 700 square feet in the case of a dwelling of more than one story, provided the total finished area of both stories shall be not less than 1,300 square feet. In the case of a split-level house where there is less than a story height difference in elevation of the two levels, and the floor of the lower level is not more than 24" below the finished grade, the combined floor area of the ground level and that portion of the lower level which is entirely finished and used for normal living purposes (exclusive of service, utility and storage areas) shall be taken as the ground floor area. A split-level house of three levels, all of which are finished and used for normal living purposes with one level directly above another, shall be construed as a structure of more than one story.

(d) No house, house-trailer or trailer house or other building, of any kind shall be moved onto any lot, and no temporary or moveable structure of these or any other kinds, and no trailer basement, tent, shack, garage, barn or other outbuilding erected in the tract, shall at any time be used as a residence temporarily or permanently.

(e) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) 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.

(g) 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) 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.

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(j) No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Laramie and the Wyoming State Department of Public Health. Approval of such system as installed shall be obtained from such authorities.

(k) No individual sewerage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Laramie and the Wyoming State Department of Public Health. Approval of such system as installed shall be obtained from such authorities.

(l) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1990; at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in said Block 1 in said Iron Mountain Addition, it may be or is agreed to change the said covenants in whole or in part.

(m) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or person owning any real property situated in said Block 1 in said Iron Mountain Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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