

DECLARATION
OF
PROTECTIVE COVENANTS

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

Lots 1, 2, 3, 5, 6, 7, 8 in ~~the~~ addition to the City of Laramie

does hereby make this declaration of protective covenants applicable to all of said described property.

1. As respects lots 5, 6, 7, 8, no lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot, other than one or two family dwellings not to exceed two (2) stories in height and a private garage for not more than three cars.

1A. As respects lots 1, 2, 3 the same protective covenants shall apply as to lots 5, 6, 7, 8 providing dwellings are constructed on said lots 1, 2, 3.

2A. In accordance with the granting by the City of Laramie of a non-conforming use of said lots 1, 2, and 3 these lots may be used for the construction and operation of a food dispensing store (and products incidental to food stores) and parking area for customers and guests of said store. No saloon, bar or beer dispensing operation shall be permitted, however, this restriction shall not be construed to include foods or incidental items containing an alcoholic or malt content normally distributed through food stores. The sale of alcoholic beverages shall not be permitted except as shown above.

3A. The minimum setback line for any structure on lots 1, 2, or 3 shall be as per City of Laramie requirements but not less than 15 feet and no structure shall be closer to the rear lot line than 5 feet. This rule is primary and takes supercedance over any other restriction that may be in conflict.

2. 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 structures, and location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. There shall be no front yard fencing.

3. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 900 square feet for a one-story dwelling, or less than 300 square feet ground floor space for two-story dwelling.

4. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line, and no building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenants, 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. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6250 square feet.

5. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer be permitted to remain on any lot.

8. No person shall be allowed to keep, breed, or raise chickens, turkeys, hogs, 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.

9. The architectural control committee is composed of the following persons: G. T. Creaser and Vernon W. Kellogg. 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 of the committee shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then 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 to restore to the committee any of its powers and duties.

10. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove, within 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 covenant shall be deemed to have been fully complied with.

11. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

12. In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a lot or lots in the area to maintain an action in law or equity against the person or persons so violating the covenants, in order to restrain or enjoin the violation and enforce the covenants or to recover damages for the violation thereof.

13. Invalidation of any one 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.

14. 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.

I, WITNESS WHEREOF the undersigned has affixed his hand and seal this 3rd day of August, A. D. 1964.

G. T. Creaser L.S.

SEAL OF WYOMING)
)
COUNTY OF ALBANY)

The foregoing Declaration of Protective Covenants was acknowledged before me this 3rd day of August, A. D. 1964

My Commission expires May 1, 1965

[Signature]
Notary Public