

NOTICE OF RESTRICTIVE COVENANTS ON
THE SKYLINE VIEW SECOND ADDITION TO THE
CITY OF LARAMIE

Filed September 30, 1949

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KNOW ALL MEN BY THESE PRESENTS, That I, H.T. Person, of Laramie, Wyoming, being the sole owner of all lands within the Skyline View Second Addition to the City of Laramie, State of Wyoming, as recorded in the plat books in the office of the County Clerk of Albany County, State of Wyoming, do hereby establish the following restrictions on the use of and the construction of improvements on all lands in said Skyline View Second Addition, and all persons who shall hereafter acquire any land in said Addition shall be held to agree and covenant with the present owner of said lands, his successors and assigns, as follows:

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in 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 or other relief for such violation.

In validation 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.

2. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling (which may contain a basement apartment) not to exceed two and one-half stories in height and a private garage for not more than 2 cars, and other outbuildings incidental to such residential use of the plot.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of H.T. Person, J.W. Deal and Robert H. Bruce, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining 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 said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after January 1, 1975. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 3 feet to any side lot line. In all other respects the buildings shall conform to the Residence "A" restrictions in the zoning laws of the City of Laramie.

5. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5500 square feet or a width of less than 55 feet at the frontbuilding setback line.

6. No noxious or offensive trade, or 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. No horses, cattle, pigs, sheep, goats, chickens, rabbits, or other animals may be kept on any lot, except household pets.

7. 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, nor shall any structure of a temporary character be used as a residence.

IN WITNESS WHEREOF, I Have executed the foregoing instrument this 30th day of September, 1949.

Signed: H.T. Person

