

Union Realty Company and
Sidney J. Warren

DECLARATION OF PROTECTIVE
COVENANTS

Dated June 28, 1940

Filed July 11, 1940

in re

Spring Creek Addition
to City of Laramie

Disc. U
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KNOW ALL MEN BY THESE PRESENTS that the undersigned Union Realty Company and Sidney J. Warren, both of Laramie, Albany County, Wyoming, being the present owner of all the Lots in Spring Creek Addition to the City of Laramie, Albany County, Wyoming, do hereby covenant and agree that all of said lots now owned by us are held subject to and with the benefit of all the restrictions, conditions, covenants, charges, and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and we do further covenant and agree that any subsequent grants of any of the said lots now owned by us shall be subject to the following covenants and restrictions:

(a) 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 not to exceed two and one-half stories in height and a private garage for not more than 3 cars and a poultry house for not more than

(b) 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 by a majority of a committee composed of L.J. Holliday, Alan W. Holliday and W. Elliot Hitchcock, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or 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. Said Committee or their authorized representative shall act without compensation. Said Committee shall act and serve until July 1, 1947, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records, their authorized representative who thereafter shall have all the powers, subject to the same limitations, as were previously delegated to the aforesaid committee and provided further that the neighborhood committee shall not arbitrarily disapprove of any design or location that is in harmony with neighboring houses.

(c) No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side (street) line. No building except a garage or other building located 50 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 5000 square feet nor a width of less than 50 feet at the front building setback line.

(e) 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.

(f) No persons of any race other than the Caucasian race shall use or occupy any building or plot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with any owner or tenant.

(g) No trailer, basement, shack, garage, barn, tent, or other out-building 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.

(h) No dwelling costing less than \$4000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 600 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half two, or two and one-half story structure.

(i) An easement is reserved over the rear five feet of each lot in Block 2 for utility, installation and maintenance.

(j) No horses, cattle, pigs, sheep, goats, or other animals may be kept on any lot in this tract except household pets and not more than 50 chickens on any lot.

(k) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965 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, it is agreed to change the said covenants in whole or in part.

(l) 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 subdivision to prosecute any proceedings at law or inequity 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.

(m) 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.

Dated this 28th day of June, A.D., 1941

Signed: Union Realty Company

By: L. J. Holliday, President

M. E. Corthell, Secretary

Sidney J. Warren

(Corporate Seal)

Acknowledged by the above officers as their free and voluntary act and deed and the voluntary act of said Company before a Notary Public in Albany County, Wyoming on June 28, 1940.

(Notarial Seal)

Acknowledged by Sidney J. Warren before a Notary Public in Albany County, Wyoming on June 28, 1940. (Notarial Seal)

Commission expires April 18, 1941

File No. 205666

PROTECTIVE COVENANTS FOR BLOCKS 4 AND 5 AND LOTS 10 TO 15 IN
BLOCK 3 OF THE SPRING CREEK ADDITION

(a) No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one residential building containing not more than two (2) self contained house-keeping units or apartments, and not to exceed two stories in height and outbuildings incidental to the use and occupancy of the property for residential purposes.

(b) 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.

(c) 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.

(d) No dwelling costing less than \$8,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of porches and garages, shall not be less than 900 square feet in the case of a one-story structure nor less than 700 square feet in the case of a dwelling of more than one story.

(f) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive period of ten years unless by a vote of the majority of the then owners of the aforementioned Blocks and Lots in said Spring Creek Addition it is agreed to change the said covenants in whole or in part.

(g) 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 the aforementioned Blocks and Lots in said Spring Creek 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.

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

Albany County Pioneer Abstract Company does hereby certify that the foregoing is a true and correct copy of said covenants as they appear in an instrument recorded in Book 41 of Photo Records, page 167 in the Office of the County Clerk of Albany County, Wyoming.

ALBANY COUNTY PIONEER ABSTRACT COMPANY

By: Stanley B. Christensen, Secretary

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PROTECTIVE AND RESTRICTIVE COVENANTS FOR BLOCKS 6, 7, 8, AND 12

No. 92 **OF**
OF THE SPRING CREEK ADDITION TO THE CITY OF LARAMIE, WYOMING

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KNOW ALL MEN BY THESE PRESENTS, That UNION REALTY COMPANY, a Wyoming Corporation, as owner and proprietor of all of Blocks Six (6), Seven (7), Eight (8), and Twelve (12) in Spring Creek Addition to the City of Laramie, in the County of Albany and State of Wyoming, as said Blocks are laid out, sub-divided, designated and described on the Plat thereof which was executed by said Company on September 30, 1953 and filed in the office of the County Clerk and Ex-officio Register of Deeds of said County on October 1, 1953, HEREBY CERTIFIES AND DECLARES that all of the land in said Blocks, 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 Company, to-wit:

(a) No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one residential building containing not more than two (2) self-contained house-keeping units or apartments, and not to exceed two (2) stories in height and outbuildings incidental to the use and occupancy of the property for residential purposes.

(b) 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 a nuisance or annoyance to the neighborhood.

(c) No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

(d) No dwelling costing less than \$8,000.00 shall hereafter be erected or placed on any lot in the said blocks. The ground floor area of the main structure, exclusive of porches and garages shall be not less than 900 square feet in the case of a one-story dwelling nor less than 700 square feet in the case of a dwelling of more than one story, except on lots one to seven in Block 12 on which the minimum area shall be 800 square feet for a one-story dwelling and 640 square feet for a two-story dwelling and \$7,000.00 minimum cost.

(e) No horses, cattle, pigs, sheep, goats or other animals may be kept on any lot in this tract, except household pets.

(f) These covenants are to run with the land, and shall be binding on all the parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of a majority of the then owners of lots in or within 150 feet of said Blocks 6, 7, 8 and 12 in said Spring Creek Addition, it is agreed to change the said covenants in whole or in part.

(g) 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 or within 300 feet of said Blocks 6, 7, 8 and 12 in said Spring Creek Addition 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 dues for such violation.

(h) Invalidity of any one or more of these covenants by judgments or court orders shall in no wise effect any of the other provisions, which shall remain in full force and effect.

And said Union Realty Company hereby covenants and agrees with each purchaser to whom it shall sell any parcel of said land that such parcel shall be protected, 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 set forth at length in each sale contract or conveyance.

No. 92
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IN WITNESS WHEREOF, Union Realty Company, a Wyoming Corporation, has caused this instrument to be subscribed and sealed with its corporate seal by its President and Secretary, as duly authorized by its Board of Directors, this 18th day of November 1953.

Signed: UNION REALTY COMPANY, a Wyoming Corporation
(Corporate Seal) By: L. J. Holliday, President
Attest: M. E. Corthell, Secretary

STATE OF WYOMING)
; SS
COUNTY OF ALBANY)

On this 18th day of November, 1953, appeared before me L. J. Holliday and M. E. Corthell, the President and Secretary, respectively, of UNION REALTY COMPANY, a corporation formed and existing under the laws of the State of Wyoming, who, being by me duly sworn, each for himself and not one for the other, did say that they are respectively the President and Secretary of Union Realty Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Directors, and said President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 18th day of November, 1953.

My Commission Expires:

June 20, 1957

(Notarial Seal)

Signed: David N. Hitchcock
Notary Public

Filed November 18, 1953
File No. 344260

PROTECTIVE AND RESTRICTIVE COVENANTS FOR BLOCKS
10 and 11 OF THE SPRING CREEK ADDITION TO THE
CITY OF LARAMIE, WYOMING.

KNOW ALL MEN ~~BY~~ THESE PRESENTS, That UNION REALTY COMPANY, A Wyoming Corporation, as owner and proprietor of all of Blocks Ten (10) and Eleven (11) in Spring Creek Addition to the City of Laramie, in the County of Albany and State of Wyoming, as said Blocks are laid out, sub-divided, designated and described on the Plat thereof which was executed by said Company on December 27, 1954, and filed in the office of the County Clerk and Ex-officio Register of Deeds of said County on February 14, 1955, HEREBY CERTIFIES AND DECLARES that all of the land in said Blocks, 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 Company, to-wit:

(a) No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one residential building containing not more than (2) self-contained housekeeping units or apartments and not to exceed two (2) stories in height, and outbuildings incidental to the use and occupancy of the property for residential purposes.

(b) 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.

(c) No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

(d) No dwelling costing less than \$8,000.00 shall hereafter be erected or placed on any lot in the said blocks. The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 900 square feet in the case of a one-story dwelling nor less than 700 square feet in the case of a dwelling of more than one story.

(e) No horses, cattle, pigs, sheep, goats or other animals may be kept on any lot in this tract, except household pets.

(f) These covenants are to run with the land, and shall be binding on all the parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of a majority of the then owners of lots in or within 150 feet of said Blocks 10 and 11 in said Spring Creek Addition, it is agreed to change the said covenants in whole or in part.

(g) 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 or within 300 feet of said Blocks 10 and 11 in said Spring Creek Addition: 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 dues for such violation.

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

File Date: February 24, 1955

File No: 364189

RESTRICTIVE AND PROTECTIVE COVENANTS FOR
BLOCK 13 OF THE SPRING CREEK ADDITION TO
THE CITY OF LARAMIE, WYOMING

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- (a) No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one one-family residential building, and not to exceed two stories in height and out-buildings incidental to the use and occupancy of the property for residential 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 ten feet from the side property lines, except that outbuildings on the rear one-third of the lot and not less than 60 feet from the front property line may adjoin the side property line; and no lot may be subdivided in such manner as violates this provision.
- (c) No dwelling costing less than \$15,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of porches and garages shall be not less than 1300 square feet in the case of a one-story structure nor less than 900 square feet in the case of a dwelling of more than one story.
- (d) No trailer, basement tent, shack, garage, barn or other out-buildings 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.
- (e) 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.
- (f) No horses, cattle, pigs, sheep, goats or other animals may be kept on any lot in this tract, except household pets.
- (g) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1980, 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 Spring Creek Addition it is agreed to change the said covenants in whole or in part.
- (h) 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 Spring Creek 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.
- (i) 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.

Recorded in Book 57 of Photo Records, page 2 filed April 7, 1955.

File No. 366202

**RESTRICTIVE AND PROTECTIVE COVENANTS FOR
BLOCKS FOURTEEN (14), FIFTEEN (15), AND SIXTEEN (16),
OF THE SPRING CREEK ADDITION TO THE CITY OF LARAMIE, WYOMING**

As contained in Spring Creek Addition Trusteeship Deed, filed July 18, 1955, in Book 61 of Photo Records, page 56.

(a) No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one one-family residential building, and not to exceed two stories in height and outbuildings incidental to the use and occupancy of the property for residential 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 or less than ten feet from the side property lines, except that out-buildings on the rear one-third of the lot and not less than sixty-feet from the front property line may adjoin the side property line; and no lot may be subdivided in such manner as violates this provision.

(c) No dwelling shall be permitted on any lot in said Blocks 14, 15, or 16, which does not comply with the following minimum requirements as to area, exclusive of porches and garages, and cost;

(1) In Blocks 14, and 16, a minimum cost of \$13,000.00, and a minimum area of 1,100 square feet in the case of a one-story dwelling, or 900 square feet in the case of a dwelling of more than one story provided the total area of both stories be not less than 1,500 square feet;

(2) In Block 15, a minimum cost of \$15,000.00; and a minimum area of 1,300 square feet, in the case of a one-story structure, or 1,000 square feet in the case of a dwelling of more than one story provided the total floor area of both stories be not less than 1,700 square feet;

but in the case of a split-level house, the lower floor of which is not over 24" below the house grade, and where there is less than a story height difference in elevation of the two levels, the combined floor area for the two lower levels shall be taken as the ground floor area. A split level house of 3 levels with one level directly above another shall be construed as a structure of more than one story.

(d) No trailer, basement, tent, shack, garage, barn or other out-building 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.

(e) 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.

(f) No horses, cattle, pigs, sheep, goats, poultry, or other animals may be kept on any lot in this tract, except household pets.

(g) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1980 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 or within 150 feet of said Blocks 14, 15, and 16 in said Spring Creek Addition it is agreed to change the said covenants in whole or in part.

(h) 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 or within 300 feet of said Block 14, 15 and 16 in said Spring Creek 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.

(i) 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.

(Restrictive Covenants as Shown in Instrument Dated December 21, 1956, Filed March 19, 1957, Recorded in Book 75 of Photo Records at Page 1.)

**RESTRICTIVE AND PROTECTIVE COVENANTS FOR BLOCK 17 OF
THE ~~SPRING CREEK ADDITION~~ TO THE CITY OF LARAMIE, WYOMING**

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(a) No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one one-family residential building, and not to exceed two stories in height and outbuildings incidental to the use and occupancy of the property for residential 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 or less than ten feet from the side property lines, except that outbuildings on the rear one-third of the lot and not less than sixty feet from the front property line may adjoin the side property line; and no lot may be subdivided in such manner as violates this provision.

(c) No dwelling shall be permitted on any lot in said Block 17 which shall cost less than \$13,000.00 or which shall have a floor area exclusive of garage and porches of less than 1100 square feet in the case of a one-story dwelling, or less than 900 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 1500 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 second level and that portion of the lower level which is entirely finished and used for normal living purposes with 1 level directly above another shall be construed as a structure of more than 1 story.

(d) 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.

(e) 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.

(f) No horses, cattle, pigs, sheep, goats, poultry, or other animals may be kept on any lot in this tract, except household pets.

(g) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1980, 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 or within 150 feet of said Block 17, in said Spring Creek Addition, it is agreed to change the said covenants in whole or in part.

(h) 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 or within 300 feet of said Block 17 in said Spring Creek 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.

(i) 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.

Albany County Pioneer Abstract Company does hereby certify that the foregoing is a true and correct copy of said covenants as they appear in an instrument recorded in Book 75 of Photo Records, page 1 in the Office of the County Clerk of Albany County, Wyoming.

Albany County Pioneer Abstract Company

BY _____
Secretary

AMENDMENT OF BLOCK 17 SPRING CREEK ADDITION COVENANTS

Each undersigned owner of real property in or within 150 feet of Block 17 of the Spring Creek Addition to the City of Laramie, Wyoming, hereby consents and agrees that Paragraph (b) of the "Restrictive and Protective Covenants for Block Seventeen (17) of the Spring Creek Addition to the City of Laramie, Wyoming" contained and set forth in the December 21, 1956 Second Spring Creek Addition Trusteeship Deed which was recorded March 19, 1957 in Book 75 of Photostatic Records at Page 1 in the office of the County Clerk of Albany County, Wyoming, shall be and hereby is amended and changed, effective immediately, to read as follows:

"(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 or less than ten feet from the side property lines, except that out-buildings on the rear one-third of the lot and not less than sixty feet from the front property line may adjoin the side property line and on Lot 10 in said Block 17 a double garage extending to within one foot of the southwesterly boundary may be added to the existing dwelling; and no lot may be subdivided in such manner as violates this provision."

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And each undersigned owner consents and agrees that a double garage extending to within one foot of the southwesterly property line of Lot 10 in said Block 17 may be added to the existing dwelling thereon, waives, relinquishes and disclaims any right to object thereto or to prevent erection thereof under any provision of said Restrictive and Protective Covenants or any ordinance of the City of Laramie, Wyoming, and hereby conveys and quitclaims to Allen Dale Barkley and Harriet Youtz Barkley, husband and wife, and the survivor of them as tenants by entireties, the right to proceed with the construction, completion and use of such double-garage addition without objection from and with the full consent and permission of each of the undersigned as owner of the property indicated by the name of each undersigned, and of all of each undersigned's successors in interest as owners thereof.

photo 215 Dated and subscribed at Laramie, Wyoming, this 27 day of June, 1972:
age 493

<u>Name of Owner</u>	<u>Property Owned</u> <u>Lot</u> <u>Block</u>	<u>Name of Owner</u>	<u>Property Owned</u> <u>Lot</u> <u>Block</u>
David D. Litchner	2 16	Willet L. McEwin	15 18
Nancy L. Litchner	2 16	Edgar Ray Buschick	8 17
Kathryn V. Jackson	4 36	Royal Allen Buschick	8 17
John Jackson	4 36	Clayton B. Pond	11 17
Paul E. Mines	1 17	Grace M. Pond	11 17
Shirley A. Mines	1 17	Raymond H. MOE	1 16
Ching Anken	5 36	Ruth E. Mae	1 16
Maria Takai	5 36	John Alford	3 15
Therese J. Pepin	6 36	Anne B. Alford	3 15
LeRoy B. Pepin	6 36	Luther J. Hinton	6 17
Roger & Bill	7 36	Leta E. Hinton	6 17
Florence J. Bell	7 36	Binton L. Swift	14 18
Harold & Olaus	3 17	Jeanne L. Swift	14 18
Mary Ann Olsen	3 17	Harriet Y. Barkley	10 17
		-1- Allen Barkley	10 17

AMENDMENT OF BLOCK 17 SPRING CREEK ADDITION COVENANTS (Concluded)

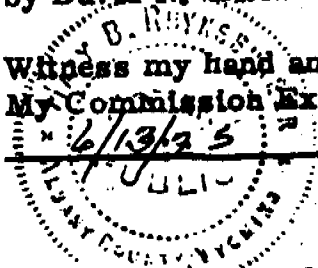
Name of Owner	Property Owned		Name of Owner	Property Owned	
	Lot	Block		Lot	Block
RJ Houston	4	16	Carol A. Smith	5	17
Maui B. Hunter	7	16	James J. Slater	3	36
Donald F. Anderson	8	36	Harold Slater	3	36
Mary Ann Anderson	8	36	Contemporary Structures Inc.		
Larry B. Smith 5 of 17			Philip M. Jones Pres.	12	17
			Frank J. Seal	2	17

number continued

STATE OF WYOMING)
COUNTY OF ALBANY) SS

The foregoing instrument was acknowledged before me this 27 day of June, 1972, by David N. Hitchcock and Wanda L. Hitchcock.

Witness my hand and official seal.
My Commission Expires:



G. B. Rydberg
Notary Public

STATE OF WYOMING)
COUNTY OF ALBANY) SS

The foregoing instrument was acknowledged before me this 27 day of June, 1972, by all of the above-named subscribers other than David N. Hitchcock and Wanda L. Hitchcock.

Witness my hand and official seal.
My Commission Expires:

June 29, 1973

David N. Hitchcock
Notary Public



RESTRICTIVE AND PROTECTIVE COVENANTS FOR BLOCK
18 OF THE ~~SPRING CREEK ADDITION~~ TO THE CITY OF
LARAMIE, WYOMING

Filed: August 13, 1958

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(a) No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one one-family residential building, and not to exceed two stories in height and outbuildings incidental to the uses and occupancy of the property for residential 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 or less than ten feet from the side property lines, except that outbuildings on the rear one-third of the lot and not less than sixty feet from the front property line may adjoin the side property line; and no lot may be subdivided in such manner as violates this provision.

(c) No dwelling shall be permitted on any lot in said Block 18 which shall cost less than \$13,000.00 or which shall have a floor area exclusive of garage and porches of less than 1,100 square feet in the case of a one-story dwelling, or less than 900 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 1,500 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 second 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 3 levels all of which are finished and used for normal living purposes with 1 level directly above another shall be construed as a structure of more than 1 story.

(d) 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.

(e) 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.

(f) No horses, cattle, pigs, sheep, goats, poultry, or other animals may be kept on any lot in this tract, except household pets.

(g) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1980, 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 or within 150 feet of said Block 18, in said Spring Creek Addition, it is agreed to change the said covenants in whole or in part.

(h) If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein it shall be lawful for any other persons or person owning any real property situated in or within 300 feet of said Block 18 in said Spring Creek 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.

(i) 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; TO HAVE AND TO HOLD unto the said Trustees and their successors, IN TRUST, NEVERTHELESS, FOREVER. And each of the undersigned

(Continued on Next Sheet)

does hereby certify that each and all of the lots aforesaid are vacant and not occupied for homestead purposes by any of the undersigned or any of their families, or any other person, and no homestead rights exist or are claimed in any and all of the said lots, and each of the undersigned hereby disclaims any and all homestead and other exemption rights therein under the laws of Wyoming and waives and relinquishes any such rights as might otherwise have been thought to exist.

IN WITNESS WHEREOF, we now execute this conveyance this 22nd day of July, 1958.

Signed:

John M. Hill and David N. Hitchcock AS TRUSTEES For the use and Benefit of Lydia T. Corthell, David Corthell, and Martha Anne Shaufler, under Irving E. Corthell's Trusteeship Deeds: Dated July 13, 1955 and recorded at Page 597 of Book 60 of Photostatic Records in said Albany County Clerk's Office, and dated September 4, 1956 recorded at page 18, Book 71 Photographic Records.

Signed:

Laura B. Holliday, Executrix of the Will and Estate of Frank A. Holliday, Deceased:

Signed:

David N. Hitchcock, W.E. Hitchcock, and Clinton A. Hitchcock, Each, By David N. Hitchcock as Agent and Attorney; in Fact for each of them.

Signed:

Robin C. Corthell, By: David N. Hitchcock his Agent and attorney in Fact

Acknowledged by above signers before a Notary Public in Albany County, Wyoming on July 22, 1958. (Notarial Seal)
Commission expires May 23, 1961
File No. 421831

Signed: Evelyn C. Hill,
Miriam C. Moreland,
Elinor H. Mullens, L.J.
Holliday, Alice Holliday,
by Lewis J. Holliday, as
her agent and Attorney
in Fact, Morris E. Corthell
Signed: Huron D. Corthell
By M.E. Corthell