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WYOMING 10TH ADDITION

Protective Covenants

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WYOMING 10TH ADDITION

Protective Covenants

Declaration Of Protective Covenants

COUNTY OF ALBANY)

STATE OF WYOMING)

KNOW ALL MEN BY THESE PRESENTS:

That whereas the Declarant, Wyoming 10th Addition, hereafter sometimes called Wyoming Conference Association of Seventh-day Adventist, or Developer, is the owner of all parcels in Wyoming 10th Addition Subdivision, situated in the County of Albany and State of Wyoming.

Now therefore, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors, and assigns, and all persons or concerns, claiming by, through or under such grantees) of deeds to tracts in said tract of land, said Subdivider hereby declares to and agrees that each and every person who shall be or shall become owner of any said tracts, in addition to the ordinances of the City of Laramie, Wyoming, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of all land in the Wyoming 10th Addition. As restrictions are minimal, property owners can enjoy their property in attractive surrounding free of

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per plat TR#15 NE 4-15-73
and proposed B10 L11-17 and B13, L22-40 10th
per plat filed 8/17/74
per TG 9078

nuisances, undue noise, and danger.

2. **COMPLIANCE WITH GUIDELINES.** Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions or the guidelines and procedures promulgated by these covenants may be excluded from the Properties without liability to any person.

3. **BUILDING TYPE AND USE.** All housing lots shall be used for single family residential homes, or duplexes. Duplexes must be constructed with exterior appearances simulating a single family dwelling. No other multiplex units are allowed within the subdivision with the exception of the aforementioned duplexes. No mobile homes, either single or double-wide shall be placed in the Wyoming 10th Addition. Dwellings are not to exceed twenty-six (26) feet in height as measured from high point of finished grade, including basement and garage or carport shall be erected, altered, covered, placed or permitted to remain on any lot in the subdivision.

Up to two ancillary buildings are permitted on each plat per city code. No minimum size restrictions exist. One structure may be up to a maximum of 1,000 square feet. A second structure of up to 120 square feet is permitted. The side yard clearances from front of aforementioned ancillary buildings are to be 45 feet from front yard lot line and three feet from side and rear lot lines.

4. **DWELLING SIZE.** The ground floor area of the main structure, exclusive of open porches, garages, and basement shall be not less than 800 square feet for a one-story dwelling, nor less than 800 square feet for dwelling of more than one story. The Home Owners Association is empowered in its sole discretion to approve or disapprove plans for any dwellings not fitting the above descriptions.

5. **DWELLING LOCATION.** Dwellings will be set back at least twenty-five (25) feet from lot line and at least five (5) feet from side and rear lot lines. Building exterior colors shall conform to neutral tones. The exterior of each dwelling or other structure located on any lot shall be maintained in good repair.

6. **EXCEPTIONS TO SETBACK RESTRICTIONS.** Terraces, walls, fences, low platforms or steps, swimming pools, and similar low, unroofed, and unscreened

construction may be erected as long as they are in compliance with the City of Laramie ordinances, provided that such construction shall not interfere with the exposure, view or reasonable privacy of adjoining or facing properties as shall be determined by the Home Owners Association. No structure, wall, fence, or hedge over six (6) feet in height, with the exception of trees, shall be constructed, erected, placed, planted, set out, maintained, or permitted upon any lot.

7. **TEMPORARY RESIDENCES.** No structure of temporary character, basement, trailer, tent, or accessory building shall be occupied on any lot as a residence, temporarily or permanently, except that the Home Owners Association may grant a permit for such use and location during the construction phase of the permanent dwelling, with such permit to be in writing and with a time limitation.

8. **TIME OF CONSTRUCTION.** Once construction shall have been initiated on any structure which has been previously approved by the City of Laramie, construction of that particular structure, wall, fence, residence, ancillary building or other structure, shall be completed within one (1) year of the time such construction was initiated, except that the Home Owners Association may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

9. **STREETS.** The streets within the subdivision shall be considered as public accesses for use by owners of the lots comprising the subdivision, their invitees, employees, and all public agencies. Maintenance of the streets will be the responsibility of the City of Laramie, once streets have been constructed by the Developer in compliance with the city codes and accepted by the City of Laramie.

10. **DRIVEWAYS AND CURBS.** Approved driveway access curbs and gutters shall be installed on each lot in compliance with City of Laramie codes.

11. **OBSTRUCTIONS TO VISION AT INTERSECTIONS.** No structure, fence, wall, hedge, tree, or shrub planting shall be permitted or placed on any lot in such a manner that it obstructs sight from moving vehicles at the intersections of streets in accordance with the City of Laramie Ordinances.

12. **SIGNS.** All signs displayed upon any of the premises or lots, must be in compliance

with the City of Laramie.

13. **VEHICLE PARKING.** All vehicular parking will be in compliance with the City of Laramie Ordinances. Single family residences must have off street parking available for two (2) vehicles off street and duplex units must have ample parking for four (4) vehicles off street.

14. **NUISANCES.** Nothing shall be done or permitted on any lot which may become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activities or commercial business trade shall be carried on upon any lot, unless it complies with City of Laramie ordinances. Obnoxious behavior on property with motor vehicles, whether from careless driving or from excessive noise, is prohibited.

15. **UTILITIES.** All utilities, as power, gas, water, and sewer will be connected in compliance with city codes. No sewage disposal systems are permitted in this plat.

16. **REFUSE AND GARBAGE.** Rubbish, garbage, or other wastes shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage of disposal of garbage, trash, rubbish, or other refuse shall be kept in a clean, sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public streets or adjoining or nearby premises. Garbage and trash will be secured where animals cannot get to it, and thus will not be encouraged to remain in the vicinity of houses. There will be no dumping on any portion of the property. All refuse must be disposed of in compliance with the City of Laramie ordinances.

17. **ANIMALS AND LIVESTOCK.** All animals kept on or in premises within this subdivision must be in compliance with the City of Laramie Ordinances.

18. **RESERVED RIGHT OF DEVELOPER.** Developer, its successors or assigns, expressly reserves the right to:

- a. From time to time to amend or revoke any protective covenants then in existence, but no such amendment or revocation shall apply to any lots sold prior thereto.
- b. To enter into agreement with the purchases of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation

which shall be manifested by agreements in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable by the original Developer, the Home Owners Association, or assigns on all other lots located in the said subdivision and the grantees of such other lots, except as against the lot where such deviation is permitted.

c. To sell large portions of the Wyoming 10th Addition area land, and to place such restrictions thereon as the highest and best use of the land and to provide adequate protection to adjacent lot owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

19. RE-SUBDIVISION OF LOTS. No lot may be subdivided, whether by partition or otherwise, without the specific approval of the Home Owners Association.

20. TERM OF COVENANTS. These covenants and restrictions are to be run with the land and shall remain in full force and effect unless an instrument signed by a majority of the then owners of the lots has been recorded, changing said covenants in whole or in part.

21. ENFORCEMENT AND SEVERABILITY. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Developer or the Home Owners Association further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions, which shall remain in full force and effect. Property owners in the Wyoming 10th Addition expressly agree to abide by injunctions, without necessity of bond, in order to simplify Judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit covenant violations and a violation is established, the violator(s) shall pay cost of the enforcement proceedings, including attorneys fees.

22. AMENDMENT. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of a majority of the privately owned land included within

