

NOTICE OF RESTRICTIVE COVENANTS

Filed January 2, 1957

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KNOW ALL MEN BY THESE PRESENTS, That we, H. T. Person and Maurine Person, of Laramie, Wyoming, being the sole owners of all lands within the Wyoming Fourth 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 Wyoming Fourth 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 subdivision 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.

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.

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 a family dwelling not to exceed two 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 C. C. Cochran, H. T. Person 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 alternations 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 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 front building set-back line.

5. 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.

6. 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 on any lot.

7. 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.

IN WITNESS WHEREOF, We have executed the foregoing instrument this 2nd day of January, 1957.

Signed: H. T. Person

Maurine Person

Acknowledged before a Notary Public in Albany County, Wyoming on January 2, 1957. (Notarial Seal)

Commission expires September 2, 1959

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