

391724

COLLINS HEIGHTS SUBDIVISION

RESTRICTIVE COVENANTS

The, undersigned, Clarence E. Collins and Jennalea G. Collins, husband and wife, being the fee owners of the following described real property:

Lots 1 through 7 and Lots 9 through 20,  
Collins Heights Subdivision, located in a  
portion of Sections 19 and 30, Township 50  
North, Range 71 West, 6th P.M., Campbell  
County, Wyoming

hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting the said subdivision may be put, hereby specify that said declarations shall constitute covenants to run with all of the land above described, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of said limitation of all future owners in said subdivision, or present owners consenting thereto by their signatures being affixed thereto.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.
2. No store, shop, repair shop, storage or repair garage, restaurant, dance hall, or other public place of amusement or any similar business of commercial enterprise shall be carried on or conducted upon any of the lots or tracts in said addition.
3. No trailer, basement, tent, shack, garage, barn or other out building erected on any lot or tract in the addition shall at any time be used as a residence permanently, nor shall any structure of a temporary character be used as a residence.
4. No noxious or offensive 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.
5. All construction shall be new.
6. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00. The ground, for area of the main structure exclusive of one story open porches and garages, shall not be less than 1,000 square feet for a one story dwelling.
7. No building shall be located on any lot nearer than 50 feet to the front lot line, nor nearer than 50 feet to any side street line.
  - (a) No building shall be located nearer than fifteen feet to an interior line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot lines.

- (b) For the purpose of this covenant, the steps, eaves and open porches shall not be considered as a part of a building, provided, however, that they shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.
- 8. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line, nor shall any dwelling be erected or placed on a lot having an area of less than 40,000 square feet.
- 9. No animals may be kept except dogs and cats, and they shall be kept in an area which adequately fenced will keep the same within the owners area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining owners.
- 10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.
- 11. No individual sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.
- 12. 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 30 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 the change of said covenants in whole or in part.
- 13. Enforcement shall be by the proceedings at law or inequity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

Dated this 12<sup>th</sup> day of March, 1975.

STATE OF WYOMING )  
 ) ss.  
 Campbell County )  
 Filed for record this 12th day of March  
 A. D., 1975 at 3:16 o'clock P M. and re-  
 corded in Book 315 of Photos  
 on page 470 Fees \$ 7.00  
Gronna Hayden  
 County Clerk and Ex-Officio Register of Deeds  
 By Simon K. Waterbaugh  
 Deputy

Clarence E. Collins  
Clarence E. Collins

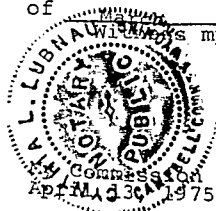
RECORDED  
ESTAMPED  
INDEXED  
CHECKED

Jennalea G. Collins  
Jennalea G. Collins

STATE OF WYOMING )  
 )  
 County of Campbell ) ss.

The foregoing instrument was acknowledged before me by Clarence E. Collins and Jennalea G. Collins this 12th day of March, 1975.

Witness my hand and official seal.



Lyatha L. Lubnal  
Notary Public