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406 South Gillette Ave
Gillette, WY 82716
307-682-7262

Recorded August 7, 1961 - 9:30 A. M. - Book 68 of Photos, Page 212.
Number - - 238188 Eileen Butler - Campbell County Clerk.

PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting Property of Earl M. Rivard, Owner.

THIS DECLARATION made this 2nd day of August, 1961, by Earl M. Rivard, Owner and Developer:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof:

NOW, THEREFORE, Earl M. Rivard, Owner and Developer hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITIONS OF TERMS

Building Site shall mean any lot, or portion thereof, or any plot containing two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

OWNER shall mean Earl M. Rivard.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and sub-divisions of this Declaration is located in the County of Campbell, State of Wyoming, and is more particularly described as follows, to-wit:

Meadow Hills Addition, an addition to the city of Gillette, Wyoming.

DESCRIPTION FOR PROTECTIVE COVENANTS

A tract of land situated on a part of the NE¼ SW¼ Section 22, T. 50N., R. 72W., 6th P.M., Campbell County, Wyoming, and more particularly described as follows:

Beginning at a 3/4" iron pipe marking the point where the east boundary line of the NE¼ NW¼ Section 22, T. 50N., R. 72W., 6th P.M., Campbell County, Wyoming, intersects the north right-of-way boundary of the C.B.&Q. railroad; Thence N 1° 56' W 1312.6 feet along the east boundary of the above mentioned quarter-quarter section to a concrete block and 3/4" iron pipe marking its northeast corner; Thence S 89° 10' W 1037.4 feet, more or less, along the north boundary of the above mentioned quarter-quarter section to a point on the west boundary line of Gillette Avenue; Thence S 1° 04' W 930.5 feet, more or less, along the west boundary of Gillette Avenue, to the intersection of said west boundary of Gillette Avenue with the north right-of-way boundary of the C.B.&Q. railroad; Thence S 81° 14' E 774.5 feet, more or less, along the north right-of-way boundary of the C.B.&Q. railroad to a point marked by a "T" rail driven well in the ground; Thence S 54° 34' E 411.2 feet along said north railroad right-of-way boundary to the point of beginning.

No property other than that described above shall be deemed to this declaration, unless and until specifically made subject hereto.

The declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two stories in height, and a private garage for not more than two cars.

B. No structure shall be erected, placed or altered on any such building lot until the building plans, specifications, and plot plan showing the location of such structure have been approved in writing as to the conformity and harmony of external design and as to location of the structure with respect to topography and finished ground elevation and to conform with all the covenants, conditions and restrictions contained herein by a committee composed of William R. Hays, John C. Ostlund, Earl M. Rivard, which shall within 30 days, or as soon thereafter as practicable, approve or disapprove any plans or specifications submitted to them in writing. The failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein. The members of said Architectural Committee shall not be entitled to any compensation for services performed pursuant to this Covenant.

C. No building shall be located on any building site nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall not be less than 25 feet from each street lot line. No building shall be located nearer than 5 feet to an adjacent building site, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior building site nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a building site to encroach upon another building site.

D. No residential structure shall be erected or placed on any building site, which has an area of less than 5,000 square feet or a width of less than 60 feet at the front building setback line.

E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other outbuildings other than guest houses and servants' quarters erected on a building site covered by these Covenants shall at anytime be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitations.

G. An easement is hereby reserved for utilities over the rear ten feet of each building site where no alley is provided.

H. An alley easement is hereby reserved along the rear Twenty Feet (20') of the following lots:

Lot 5 through Lot 20 inclusive;
Lot 66 through Lot 75 inclusive; and also
Lots 77, 78 and 79, Meadow Hills Addition.

On Lot 76 the north thirty feet (30') is hereby reserved for alley easement as shown on the recorded plat of Meadow Hills Addition.

I. A utility easement is hereby reserved along the East Ten Feet (E. 10') of Lots 1, 4 and 5, Meadow Hills Addition.

J. An alley easement is hereby reserved along the rear Ten Feet (10') of Lots 80, 81, and a portion Ten Feet (10') wide along the southeast one-third of Lot 82, and also Ten Feet (10') along the north side of Lot 83 as shown on the recorded plat of Meadow Hills Addition.

K. A drainage easement is hereby reserved along the west Five Feet (5') of Lot 61 and the East five Feet (5') of Lot 62.

Also a drainage easement is hereby reserved along the East Ten Feet (10') of Lot 5, Meadow Hills Addition.

L. 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.

M. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein, and there shall be no front yard fencing, walls, or hedges.

N. 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 in a clean and sanitary condition.

O. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

P. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, second floors and garages, is less than 600 square feet, and not less than 500 square feet in the case of a one and one-half or a two story structure.

Q. All construction shall be new and no building or buildings may be moved from another location to any site within this subdivision.

R. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1991, 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 building sites covered by these covenants 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 tract, 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.

S. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

By _____
Earl M. Rivard, Owner and Developer

By _____
Barbara L. Rivard

STATE OF WYOMING)
) SS
COUNTY OF CAMPBELL)

On this 2nd day of August 1961, before me appeared Earl M. Rivard, and Barbara L. Rivard, husband and wife, to me personally known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

EARL DUNLAP NOTARY PUBLIC CAMPBELL COUNTY, WYO.

My commission expires:
February 8, 1965

_____
Notary Public

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

I hereby certify that the above plat was filed for record in my office at 9:25 o'clock on August 7 1961 and was recorded in Plat Book No. 1 Page 62.

THE STATE OF WYOMING COUNTY CLERK CAMPBELL COUNTY

_____
County Clerk

By _____