

ENERGY HOUSING, INC., a Wyoming Corporation,
and JAMES J. MESSING,

to

The Public

DECLARATION OF PROTECTIVE COVENANTS

Ferris View Addition

KNOW ALL MEN BY THESE PRESENTS, that all of Lots 1, 2, 3, 4, 5, and 6, Block 1; and all of Tracts 1, 2, and 3, Block 1; all of Lots 1, 2, and 3, Block 2; and all of Tracts 1, 2, and 3, Block 2; of the Ferris View Addition to the City of Rawlins, a subdivision located in the NE 1/4 of Section 21, T. 21N., R57W., 6th P.M., Carbon County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Energy Housing, Inc. and James J. Messing, being the owners of all of said lots and tracts do hereby covenant and agree:

1. All lots and tracts described herein shall be known, described and used solely as residential lots which will allow multi-family use.

2. No building shall be erected on any residential building plot nearer than 25 feet from the front lot line, nor nearer than 8 feet to any side lot line. The side line restrictions shall not apply to a garage located on the lot or tract if detached from the residential structure, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

3. No trailer, basement, tent, garage, barn or other out building erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

4. No building shall be erected on any tract or lot unless the design and location is in harmony with existing structures and locations in the subdivision and does not violate any protective covenants.

5. Title holder of each tract or lot, vacant or improved, shall keep his lot or lots or tract or tracts free of weeds and debris.

6. No obnoxious or offensive trade shall be carried on upon any lot or tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes, drainage ditches, and conduits, for heating, lighting, electricity, gas, telephones, sewer, water, drainage, or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

8. No lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

9. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These covenants may be revised or amended at any time by 90% vote of all land owners, one vote per lot or per tract.



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

10. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the twenty-five (25) year period is over (as described in Covenant 9 above), it shall be lawful for any other person or persons owning any other lots or tracts in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

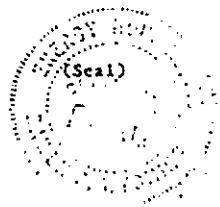
11. Invalidation of any one of those covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 29th day of August, 1975.

Energy Housing, Inc.

By: Jay L. Grabow
Jay L. Grabow, President

Attest: Connie E. Grabow
Connie E. Grabow, Secretary



James J. Messing

James J. Messing

STATE OF WYOMING }
Carbon County. }

625086

Filed for record on the 29th day
of August A. D. 1975 at 8:00
o'clock P.M. in Record & Return 684
Page 118.

Mary A. Bradford
Mary A. Bradford, County Clerk and Ex-officio Register of Deeds
by Margaret A. Logan Deputy



ENERGY HOUSING, INC., a Wyoming Corporation,
JAY C. and CONNIE GRABOW,
and JAMES J. MESSING

to

The Public

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

Ferris View Addition

The undersigned, present owners of the Ferris View Addition to the City of Rawlins, Carbon County, Wyoming, thus being over 90% majority required for amendment, pursuant to paragraph 9 of the Declaration of Protective Covenants pertaining to said Addition dated August 29, 1978, and recorded in the office of the Count, Clerk and Ex - Officio Register of Deeds of Carbon County, Wyoming, on August 29, 1978, in Book 634 at Page 718 under instrument number 625086, hereby agree to change the property to be restricted by these Protective Covenants to be:

All of Lots 2, 3, 4, 5, 6, Block 1; all of Lot 3, Block 2; all of Tracts 2 and 3, Block 2; of the Ferris View Addition to the City of Rawlins; and all of Lots 1, 2, 3, 4, 5, 6, and 7 of Block 2 of the Ferris View Townhouses, a resubdivision of Lot 1 and 2, Block 2, of the Ferris View Subdivision, City of Rawlins, a subdivision located in the NE 1/4 of Section 21, T. 21N., R57W., 6th P.M., Carbon County, Wyoming,

Thereby removing Lot 1, Block 1; Tract 1, 2, and 3, Block 1; and Tract 1, Block 2; Ferris View Subdivision from the restrictions of the Protective Covenants.

And, further agree to change Paragraph 2 to read as follows:

2. No building shall be erected on any residential building plot nearer than 25 feet from the front lot line. On corner lots no structure shall be permitted nearer than 15 feet to the side street line.

Dated this 2 day of November, 1978.

Energy Housing, Inc.

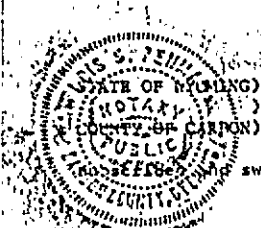
Jay C. Grabow
Jay C. Grabow, Pres.

Connie E. Grabow
Connie Grabow, Sec.

Jay C. Grabow
Jay C. Grabow

Connie E. Grabow
Connie E. Grabow

James J. Messing
James J. Messing



sworn to before me this 2 day of Nov, 1978.

Paul S. Sherman
Notary Public

My commission expires Aug 4, 1980

RECORDED Nov 2, 1978 AT 1:56 PM
IN BOOK 689 PAGE 681
63019 MARY G. BRADFORD, COUNTY CLERK

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).