

# PAINTER ADDITION

to the city of Rawlins Wyoming.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Charles A. Painter and Merna R. Painter, husband and wife, each in their own right, and Grace M. Watson, wife, the undersigned, of Rawlins, Carbon County, Wyoming, the sole owners and proprietors of the real estate shown on this map and plat, and hereafter fully described, have laid out and marked, and by these presents do lay out and plat the said real estate under the name of Painter Addition to the City of Rawlins in the County of Carbon, State of Wyoming, being Lots 1-6 both inclusive in Block 1; Lots 1-16 both inclusive in Block 2; Lots 1-22 both inclusive in Block 3; Lots 1-14 both inclusive in Block 4; and Tract "A"; and the streets and alleys, included in the description, and they do hereby dedicate in perpetuity to the use of the public all streets and alleys shown on this plat.

THE UNDERSIGNED, Charles A. Painter, Merna R. Painter, and Grace M. Watson, hereby and further declare that the foregoing addition is described as follows: A tract of land situated in the SW  $\frac{1}{4}$  of Section 9, Township 21 North, Range 87 West of the 6th Principal Meridian, Carbon County, Wyoming, and described as follows: Beginning at the Southwest corner of Section 9, Township 21 North, Range 87 West of the 6th Principal Meridian, hence South 89°45' East a distance of 100.00 feet; thence North 0°07' West, a distance of 140.00 feet; thence South 89°45' East, a distance of 1082.10 feet; thence North 0°15' East, a distance of 492.58 feet; thence South 89°54' West, a distance of 178.39 feet; thence North 0°13' West, a distance of 34.14 feet; thence North 89°55' West, a distance of 127.52 feet; thence South 0°07' East, a distance of 888.49 feet; thence North 89°45' West, a distance of 40.00 feet; thence South 0°08' East, a distance of 100.00 feet; to the point of beginning, containing 28.40 acres, as appears on this plat and map, and that the above and foregoing described addition is plotted and laid out with the best consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, the said Charles A. Painter, Merna R. Painter, and Grace M. Watson have hereunto set their hands and seals this 7th day of June, 1959.

State of Wyoming )  
County of Carbon )  
On this 7th day of June, 1959, before me personally appeared Charles A. Painter, Merna R. Painter, and Grace M. Watson, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. Given under my hand and notarial seal this 7th day of June, 1959.  
My notarial commission expires December 12, 1961.

IN WITNESS WHEREOF, The City of Rawlins, a municipal corporation, has, pursuant to a resolution of its council members duly adopted, freely and voluntarily consented to the filing of this dedication and has caused these presents to be created in its name by Lester U. Greer, its mayor, its seal official hereto and attested by Kathleen Thibe, its city clerk.

City of Rawlins, a municipal corporation  
Lester U. Greer Mayor  
Kathleen Thibe City Clerk

State of Wyoming )  
County of Carbon )  
On this 7th day of June, 1959, before me personally appeared Lester U. Greer, its mayor, who being duly sworn, did say that he is the mayor of the City of Rawlins, a municipal corporation, and that the seal official to this instrument is the corporate seal of said corporation and this instrument was signed and sealed on behalf of said corporation by authority of its city council and this instrument is the free act and deed of said corporation.  
Given under my hand and notarial seal this 7th day of June, 1959.  
My commission expires December 12, 1961.

State of Wyoming )  
County of Carbon )  
I, Robert Jack Smith, Notary Public, do hereby certify that I accurately surveyed the Painter Addition to the City of Rawlins as shown on this map and plat and that the lots, blocks, streets and alleys are accurately stated and marked.

Subscribed in my presence and sworn to before me this 7th day of June, 1959  
My notarial commission expires December 12, 1961  
Robert Jack Smith Notary Public  
Wyoming P.E. No. 158

The foregoing plat of Painter Addition to the City of Rawlins, Carbon County, Wyoming, including land adjacent to the said City is pursuant to the provisions of Section 2-9-402 Wyoming Compiled Statutes of 1945.  
Approved this 7th day of June, 1959.

The Board of County Commissioners of the County of Carbon, State of Wyoming  
Attest: Robert Jack Smith County Clerk  
By Robert Jack Smith County Clerk

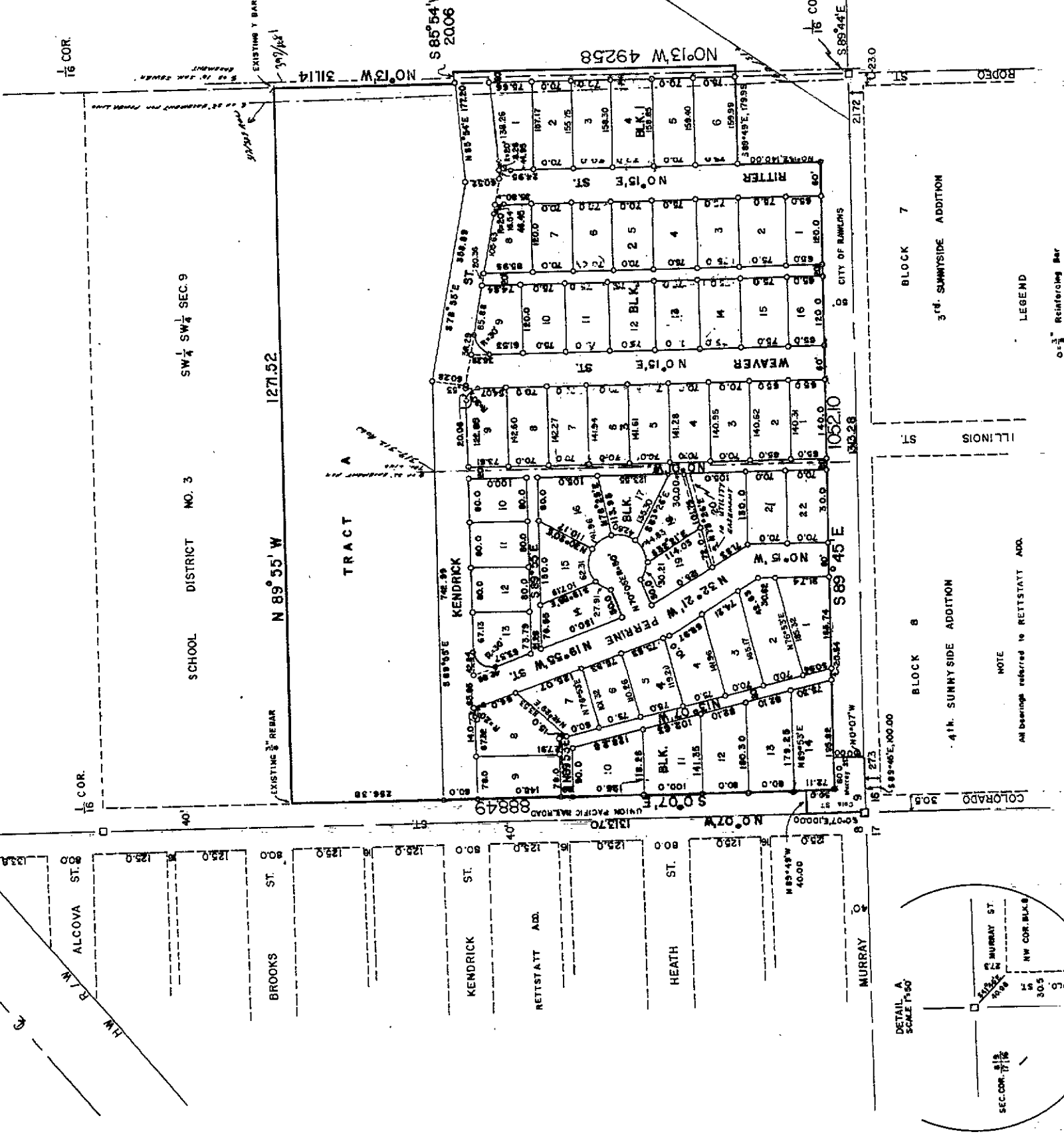
State of Wyoming )  
County of Carbon )  
L.S. Engstrom, the elected, qualified and acting county clerk and official register of deeds of Carbon County, Wyoming, do hereby certify that this plat was filed in my office in Rawlins, Wyoming on this 6th day of July, 1959, and duly recorded in book 403 at page 542.  
Inst. No. 371376 At 9:00 A.M.  
My term expires Jan. 7, 1963

Robert Jack Smith  
County Clerk of Carbon County, Wyoming

SW  $\frac{1}{4}$  SEC. 9 T. 21 N. R. 87 W.  
SCALE 1" = 100'

SEC.  $\frac{1}{4}$  SW  $\frac{1}{4}$  SEC. 9

SCHOOL DISTRICT NO. 3  
N 89° 55' W 127.52  
EXISTING REAR



PROTECTIVE COVENANTS

The undersigned certify that they are the owners of the real property described in Clause 1 of these covenants and are desirous of subjecting the property described in said clause to the restrictions, covenants and charges hereinafter set forth, each and all of which is and are for the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in title interest to each and every parcel of property described in said clause.

NOW, THEREFORE, the undersigned owner of all the real property described in Clause 1 hereof declares that said property shall, from and after date hereof declares that said property conveyed subject to the restrictions, covenants and charges hereinafter set forth:

Definition

Building Site shall mean any lot or portion thereof, or any plot containing two or more contiguous lots, or parts of two or more contiguous lots in Painter Addition to the City of Rawlins, Carbon County, Wyoming, under a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

Clause 1

Property Subject to these Covenants

The real property which is and shall, from and after date hereof, be held, conveyed, sold and transferred subject to the restrictions, covenants and charges herein is located in the City of Rawlins, in Carbon County, Wyoming, and is more particularly described as follows, to-wit:

"A tract of land situated in the SW $\frac{1}{4}$  of Section 9, Township 21 North, Range 87 West of the 6th Principal Meridian, Carbon County, Wyoming, and described as



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).

follows: Beginning at the Southwest corner of Section 9, Township 21 North, Range 87 West of the 6th Principal Meridian; thence South 89° 45' East, a distance of 100.00 feet; thence North 0° 07' West, a distance of 50.00 feet; thence South 89° 45' East, a distance of 1052.10 feet; thence North 0° 15' East, a distance of 140.00 feet; thence South 89° 45' East, a distance of 179.99 feet; thence North 0° 13' West, a distance of 492.58 feet; thence South 85° 54' West, a distance of 20.06 feet; thence North 0° 13' West, a distance of 311.14 feet; thence North 89° 55' West, a distance of 1271.52 feet; thence South 0° 07' East, a distance of 888.49 feet; thence North 89° 45' West, a distance of 40.00 feet; thence South 0° 08' East, a distance of 100.00 feet; to the point of beginning; said tract of ground containing 28.401 acres, more or less.

The Painter Addition to the City of Rawlins, Carbon County, Wyoming, will contain Lots 1-6 both inclusive in Block 1; Lots 1-16 both inclusive in Block 2; Lots 1-22 both inclusive in Block 3; Lots 1-14 both inclusive in Block 4; and Tract "A".

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

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

General Purposes of Covenants

The real property described in Clause 1 hereof is subjected to the covenants, restrictions and charges herein contained to insure

the best use and the most appropriate development and improvement of each building site, to protect the owners of building sites against such improper use of surrounding building sites as would depreciate the value of their property, to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location 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 adequately provide for a high type and quality of improvements upon said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

#### Land Use and Building Type

All building sites comprising any of the above described property shall be known and described as residential building sites, and no building site shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

#### Architectural Control

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures,

and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. There shall be no front yard fencing. No fence shall be constructed of prefabricated cement blocks.

Dwelling Cost, Quality and Size

No dwelling, shall be erected on any lot at a cost of less than \$11,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of any main structure, exclusive of a one-story open porch, basement and garage, shall be not less than 875 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story and shall be constructed of all new materials.

Building Location

No building shall be located on any lot 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 be 5 feet greater than the setback of the adjoining house and the setback line on the side street shall be 25 feet. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No building shall be located on any interior lot 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 a part of a building or house; provided, however, that this shall not be construed to permit any portion of a building on a building site to encroach on another such site.

Lot Area and Width

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, one sign of not more than 5 feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or building site.

Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or building site, except that dogs, cats or other household pets may be kept thereon provided they are not kept, bred or maintained for any commercial purpose.

Sidewalks

All sidewalks shall be attached to curb and gutter and shall be four feet in width.

Nuisances

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

Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Architectural Control Committee

The architectural control committee is composed of Charles A. Painter, Merna R. Painter and Alfred E. Reeves, Jr., all of Rawlins, Wyoming. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor in writing. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of a majority of the lots hereinabove described shall have the power through a duly recorded, written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

IN WITNESS WHEREOF, the parties hereto have set their hands in duplicate this 8 day of June, 1959.

Charles A. Painter  
Charles A. Painter

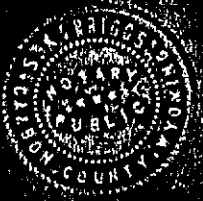
Merna R. Painter  
Merna R. Painter

Grace M. Watson  
Grace M. Watson

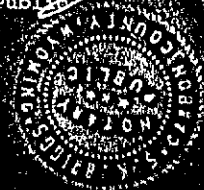
STATE OF WYOMING )  
                          : SS.  
COUNTY OF CARBON )

On this 8 day of June, 1959, before me personally appeared Charles A. Painter and Merna R. Painter, husband and wife, Grace M. Watson, single, each in their own right, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Notarial Commission expires 12-8-64.



[Signature]  
Notary Public



STATE OF WYOMING, ss. 320550  
Carbon County  
Filed for record on the 8 day of June, A. D. 1959.  
Witness my hand and official seal at Carbon, Wyoming, this 8 day of June, 1959.  
[Signature]  
County Clerk and Ex-Officio Registrar of Deeds



AMENDMENT TO PROTECTIVE COVENANTS OF THE PAINTER ADDITION TO THE  
CITY OF RAWLINS, CARBON COUNTY, WYOMING.

The undersigned, the owners of the real property known and described as Lots 1 - 6, both inclusive in Block 1; Lots 1 - 16, both inclusive, in Block 2; Lots 1 - 22, both inclusive, in Block 3; and Lots 1 - 14, both inclusive, in Block 4, and Tract "A" of the Painter Addition to the City of Rawlins, Carbon County, Wyoming, hereby amend the Protective Covenants executed by the undersigned under date of June 8, 1959, filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds of Carbon County, Wyoming, on June 9, 1959 in Book 402, at page 534 through 540 inclusive, as follows:

Carbon County, Wyoming, records, book 402, page 534.

First paragraph, line 8, after the "period", add the following new material:

"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 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 change said covenants in whole or in part."

Carbon County, Wyoming, records, book 402, page 534.

Strike the second paragraph and insert in lieu thereof the following:

"NOW, THEREFORE, the undersigned owner of all the real property described in Clause 1 hereof declares that said property shall be, from and after date hereof, subject to the restrictions, covenants and charges hereinafter set forth."

Carbon County, Wyoming, records, book 402, page 535.

Line 21, after the "period" add the following new material:

"Tract "A" is a part of the Painter Addition to the City of Rawlins, Carbon County, Wyoming, but Tract "A" of the Painter Addition to the City of Rawlins, Carbon County, Wyoming, is definitely excluded from all of the Protective Covenants pertaining to said Addition."



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).

Carbon County, Wyoming, records, book 402, page 539  
following last paragraph on page, add the following:

"ENFORCEMENT

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.

SEVERABILITY

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."

IN WITNESS WHEREOF, the parties hereto have set their hands in duplicate this 6 day of August, 1959.

Charles A. Painter  
Charles A. Painter

Merna R. Painter  
Merna R. Painter

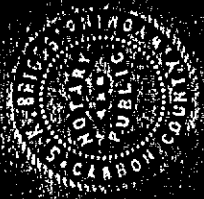
Grace M. Watson  
Grace M. Watson

STATE OF WYOMING )  
                          ) SS.  
COUNTY OF CARBON )

On this 6 day of August, 1959, before me personally appeared Charles A. Painter and Merna R. Painter, husband and wife, Grace M. Watson, single, each in their own right, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Notarial Commission expires 12-8-61

[Signature]  
Notary Public



STATE OF WYOMING )  
Carbon County )  
Filed for record on this 7 day of August, A. D. 1959, at 10:16 o'clock AM, and recorded in Book 402 of 270 pages.  
Charles A. Painter  
Notary Public