

**OWNERS**

SWANSON BROTHERS

John D. Swanson, West Swanton, Wyo.

Kenneth L. Swanson, West Swanton, Wyo.

**ACKNOWLEDGEMENT**

STATE OF WYOMING  
COUNTY OF CARBON SS

The foregoing instrument was acknowledged before me by  
Kenneth L. Swanson and John D. Swanson as individuals and  
owners, this 3-7 day of 1979 A.D. 1979.

Witness my hand and official  
seal, this 3-7 day of 1979  
Notary Public

My commission expires \_\_\_\_\_

**APPROVED**

SARATOGA PLANNING COMMISSION

CHAIRMAN: \_\_\_\_\_ DATE: 3-7-79

CITY OF SARATOGA, WYOMING

Honorable V.C. Dennis Mayor DATE: 4/4/79

ATTEST: Maureen B. Burt City Clerk DATE: 4/4/79

**DEDICATION**

Know all men by these presents that the undersigned owners and  
proprietors of the land shown on this plat hereby certify that the foregoing  
LOTS ONE THROUGH FIFTEEN OF BLOCK ONE, LOTS ONE THROUGH FOUR  
OF BLOCK THREE, LOTS ONE THROUGH SIX OF BLOCK FOUR  
of the Swanson Brothers Subdivision to the City of Saratoga, Carbon  
County, Wyoming are located in the N/4, 1/4 of Section 15 T17N  
R.84W. of the 6th P.M. and were particularly described as follows:  
Beginning at the North East Corner of Section 15,  
Thence N 89° 45' 48" W along North line of said Section 15 a distance  
of 802.61 feet;  
Thence S 00° 14' 12" W a distance of 802.00 feet;  
Thence S 89° 45' 48" E a distance of 802.61 feet to a point on the  
East line of said Section 15;  
Thence North along said East line a distance of 802.00 feet to  
the point of beginning.  
That the surveying and laying out by blocks, lots, streets, alleys,  
and easements to be known as LOTS ONE THROUGH FIFTEEN OF BLOCK  
ONE, LOTS ONE THROUGH SIX OF BLOCK THREE, LOTS ONE  
THROUGH SIX OF BLOCK FOUR, of the Swanson Brothers Subdivision,  
to wit the free consent and in accordance with the desires of the  
undersigned owners and proprietors; that they are owners in fee simple  
hereof, and that they do hereby dedicate for public use said streets,  
alleys, and easements as shown on the foregoing plat.

RECORDERS CERTIFICATE  
I, MARY E. BRADSHAW, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS WAS FILED IN MY OFFICE IN SARATOGA COUNTY, WYOMING, ON THE DAY OF APRIL, 1979, AND WAS RECORDED IN BOOK 500 AT PAGE 11.  
Mary E. Bradshaw  
COUNTY CLERK OF SARATOGA COUNTY, WYOMING



**CERTIFICATE OF ENGINEER**

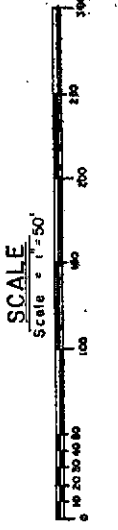
I, Lloyd H. Benter of Laramie, Wyoming hereby certify that  
the plat was made from notes taken during an actual  
survey made by me and under my supervision in May, 1979  
and that survey is accurately represented hereon.

Lloyd H. Benter  
Lloyd H. Benter  
Wyoming PE & LS No. 679



NOTES:  
All block corners have a ten foot radius and tangent  
unless otherwise noted.  
Dimensions to be measured prior to final acceptance of  
construction.

Basis of bearing: East line of Sec. 15 called North.



SCALE  
Scale = 1" = 50'

FINAL PLAT  
LOTS 1-15 BLOCK ONE  
LOTS 1-6 BLOCK THREE  
LOTS 1-6 BLOCK FOUR  
SWANSON BROTHERS SUBDIVISION  
TO THE CITY OF SARATOGA, WYOMING

**GERTSCH/BAKER & ASSOC.**  
LARAMIE, WYOMING  
203 GRAND AVENUE

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).



Declaration Of  
Restrictions & Protective Covenants

I. General Provisions.

Swanson Brothers being the owner in fee simple of the blocks and lots hereinafter described as the Swanson Brothers Subdivision in the town of Saratoga, Carbon County, Wyoming, does hereby make this declaration of protective covenants applicable to all of said property.

The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning the lots hereinafter described, or claiming under them for a period of twenty years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages.

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.

II. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than single family dwellings with attached private garages for not more than three cars and shall, under no circumstances, have contained in said dwelling basement apartments or other apartments.

All buildings will be on site construction, and all construction shall be new, and no buildings may be removed from another location to any site within this subdivision.

No lot shall be subdivided or diminished in size except to add area to a contiguous lot, and in no event shall the subdividing or diminishing result in a building area of less square feet than the lot as originally platted.

Nuisances- No noxious or offensive activity shall be carried on upon any lot, nor shall there be anything done thereon which may be or may become an annoyance or nuisance to the next door hood.

Streets  
No residential dwelling shall exceed 25 feet in height.

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

No oil drilling, oil development operations, oil refining, quarrying or mining operation 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 upon any lot.

No portion of any building shall be constructed on or project over any portion of the utility easement.

No trucks of over two and one half ton capacity or trailers, tractors, truck trailers or unlicensed automobiles shall be placed or allowed to remain on any lot or street, except when kept in a closed garage.

No lot shall be used for the storage or parking of any type of machinery, equipment, building materials or personal property, except during periods of actual construction upon said lot.

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly accumulation or objects shall be placed or suffered to remain anywhere thereon. In the event that any owner of any lot shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piled or other unsightly growths or objects, then the owners of the other properties in the subdivision may sue for an injunction to prevent the removal of the objects at the expense of the owner and a lien shall arise and be created in favor of the petitioners and against such lot for the full amount charged to such lot and such amount shall be due and payable within thirty days after the owner is billed thereof.

No cattle, pigs, sheep, poultry, goats or other animals 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, used or maintained for any commercial purposes. Not more than two dogs may be kept on any lot, and pets must be maintained on the premises and not allowed to run at large.

Easements- There will be a six foot easement in the rear of all residential lots for gas meters, telephone pedestals, and garbage containers.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line. There will be no front yard fencing.

Parking of boats and trailers on the street or on any parking area between the front building line of a residence and street shall be of a temporary nature and not to be left from season to season.

No large trucks allowed in the residential areas except during construction.

III. Business and Commercial

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

There shall be a ten foot easement in the front of lots (blocks 3 and 4) for the purpose of constructing and maintaining utility lines.

All plans must be approved by an appointed architectural committee.

In witness whereof, the parties have hereunto set their hands this - 29<sup>th</sup> day of October 1911.

WITNESSES

Walter Whitehead

Kenneth L. Swanson  
JOHN D. SWANSON  
SWANSON BROTHERS  
(ATTORNEYS)

Walter Whitehead

THE FOREGOING INSTRUMENT was acknowledged before me by

Kenneth L. & John D. Swanson

this 29<sup>th</sup> day of October, 1911.

WITNESS my hand and official seal.



Margaret E. Swanson  
Notary Public

RECORDED Dec. 3, 1911 AT 2:00 O'CLOCK P.M.  
IN BOOK 708 PAGE 858 RAWLINS, WYO.  
653271 MARY G. BRADFORD, COUNTY CLERK