



KNOW ALL MEN BY THESE PRESENTS: THAT S.E. TOLLIVER, THE UNDERSIGNED, OF RAWLINS, WYOMING, THE SILE OWNER AND PROPRIETOR OF THE REAL ESTATE SHOWN ON THIS MAP AND PLAT, AND HERETOFORE FULLY DESCRIBED, HAS Laid out AND PLATTED, AND BY THESE PRESENTS DOES Lay out AND PLAT SAID REAL ESTATE UNDER THE NAME OF TOLLIVER ADDITION TO THE CITY OF RAWLINS, IN THE COUNTY OF CARBON, STATE OF WYOMING, BEING BLOCK 1, COMPRISING LOTS NUMBERED 1 TO 14, BLOCK 2, COMPRISING LOTS NUMBERED 1 TO 4, BLOCK 3, COMPRISING LOTS NUMBERED 1 TO 6, BOTH INCLUDING, BLOCK 4, COMPRISING LOTS NUMBERED 1 TO 4, BOTH INCLUDING, BLOCK 5, COMPRISING LOTS NUMBERED 1 TO 8, BOTH INCLUDING, AND THE STREETS, ALLEYS AND ALLEYS LINED IN DESCRIPTION, AND HE DOES HEREBY AGREE IN PERPETUITY TO THE USE OF THE PUBLIC, ALL THE STREETS, ALLEYS AND ALLEYS SHOWN ON THIS MAP AND PLAT.

THE UNDERSIGNED, S.E. TOLLIVER, CERTIFIES AND FURTHER DECLARES THAT THE ABOVE AND FOREGOING ADDITION IS DESCRIBED AS FOLLOWS: THAT PRATICTIONAL PART OR PARTS OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 87 WEST OF THE 6TH P.M. BOUNDARY AND BEING AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE S.W. 1/4 OF SECTION 17, WHICH POINT LIES NORTH 87° 22' EAST A DISTANCE OF 93.1 FEET FROM THE NORTHWEST CORNER OF THE S.W. 1/4 OF SAID SECTION 17, THENCE NORTH 87° 22' EAST ALONG SAID NORTH LINE OF THE S.W. 1/4 OF SAID SECTION 17, A DISTANCE OF 408.94 FEET, THENCE SOUTH 16° 13' EAST ALONG THE WESTERLY LINE OF EAST A DISTANCE OF 627.62 FEET TO THE SOUTHWEST CORNER OF CEMETERY STREET, THENCE WESTERLY ALONG SAID WESTERLY LINE OF CEMETERY STREET, A DISTANCE OF 600.05 FEET, THENCE NORTH 10° 03' EAST, A DISTANCE OF 207.44 FEET ALONG THE SOUTHWEST CORNER OF CEMETERY STREET, THENCE WESTERLY A DISTANCE OF 670.46 FEET, AS ALIGNED ON THIS PLAT AND MAP, AND THAT THE ABOVE AND FOREGOING DESCRIBED ADDITION TO THE CITY OF RAWLINS, WYOMING, CONTAINING 16.07 ACRES, AS ALIGNED ON THIS PLAT AND MAP, AND THAT THE UNDERSIGNED OWNER AND PROPRIETOR TO THIS POINT OF BEGINNING, CONTAINING 16.07 ACRES, AND IN ACCORDANCE WITH THE DESIGN OF THE UNDERSIGNED OWNER AND PROPRIETOR, IS PLATTED AND LAID OUT WITH THE FREE CONSENT AND IN ACCORDANCE WITH HIS HAND THENCE, DAY OF AUGUST, A.D. 1945.

IN WITNESS WHEREOF, THE SAID S.E. TOLLIVER HAS HEREUNTO SET HIS HAND THIS 28th DAY OF AUGUST, 1945.

STATE OF WYOMING) S.S.
 COUNTY OF CARBON)
 On this 28th day of August, 1945 before me personally appeared S.E. TOLLIVER, to me known and acknowledged that he executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
 Given under my hand and notarial seal this 28th day of August, 1945.
 My notarial commission expires February 10, 1948.
 Notary Public

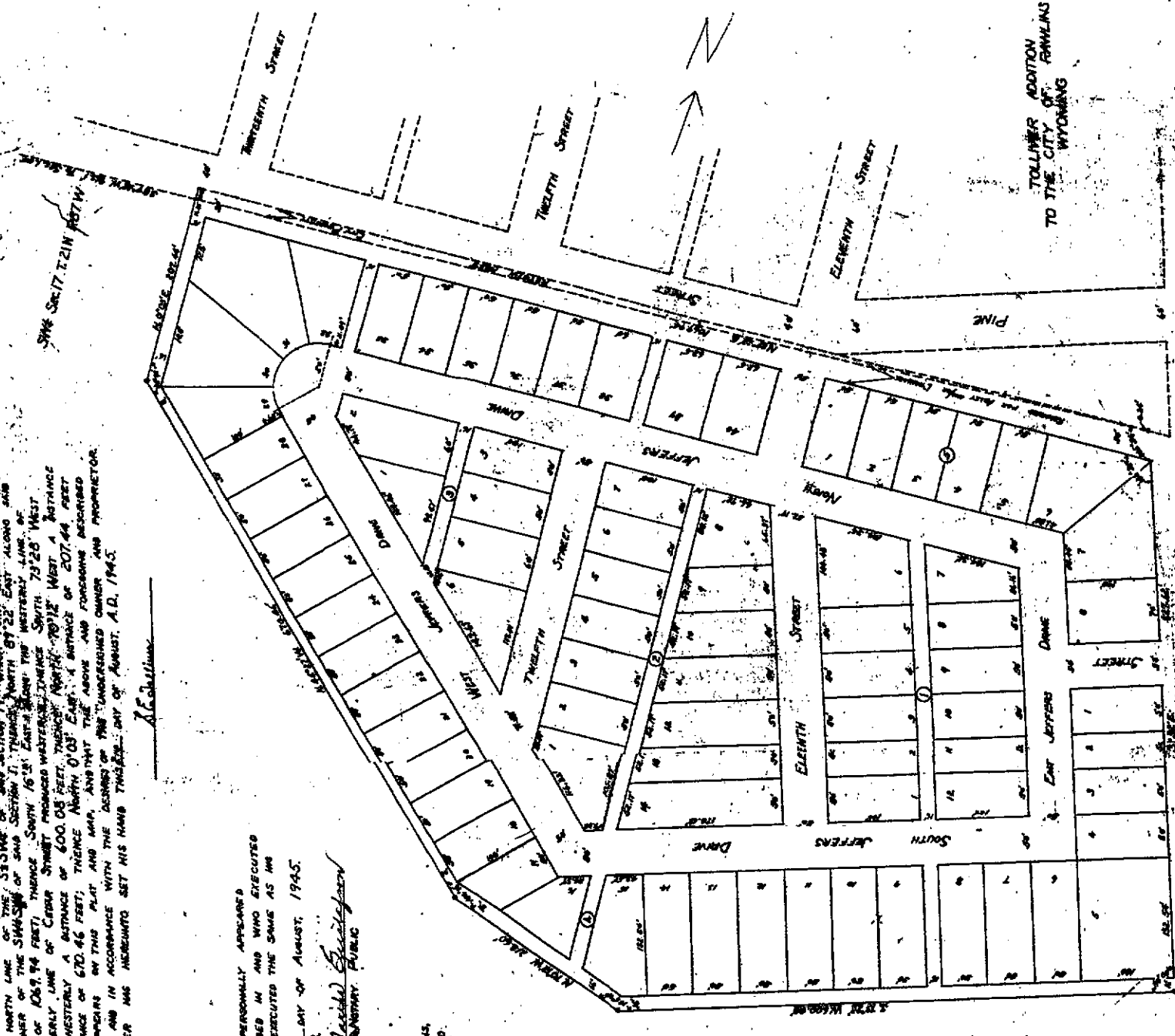
STATE OF WYOMING) S.S.
 COUNTY OF CARBON)
 I, K.D. SWANER, THE CITY ENGINEER OF RAWLINS, WYOMING, DO HEREBY CERTIFY THAT I ACCURATELY SURVEYED TOLLIVER ADDITION TO THE CITY OF RAWLINS AS SHOWN ON THIS MAP AND PLAT, AND THAT THE LOTS, BLOCKS, STREETS, DRIVES AND ALLEYS ARE WELL AND ACCURATELY STAKED OFF AND MARKED.

LICENSED ENGINEER No. 127
 Subscribed in my presence and sworn to before me this 28th day of August, 1945.
 My notarial commission expires February 10, 1948.
 Notary Public

Approved by the Mayor and Council of the City of Rawlins, Wyoming, this 28th day of August, 1945.

Attest: *[Signature]*
 City Clerk

STATE OF WYOMING) S.S.
 COUNTY OF CARBON)
 I, R.G. EMERSON, THE ONLY ELECTED QUALIFIED AND ACTING CHARTY CLERK AND EX-OFFICIO REGISTER OF DEEDS OF CARBON COUNTY, WYOMING, DO HEREBY CERTIFY THAT THIS MAP AND PLAT WAS FILED IN MY OFFICE IN RAWLINS, WYOMING ON THE 1st day of August, 1945 and duly recorded in Book 111 at page 121.



TOLLIVER ADDITION TO THE CITY OF RAWLINS TO THE CITY OF WYOMING

262 625

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, S. E. Tolliver, being the present owner of all the lots and blocks lying within Tolliver Addition of the City of Rawlins, County of Carbon, Wyoming, does hereby covenant and agree that all of said property now owned by him is held subject to and with the benefit of all the restrictions, conditions, covenants, changes and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and he does further covenant and agree that any subsequent grants of any of the said property now owned by him shall be subject to the following covenants and restrictions:

1. The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1, 1950, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. 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 development or subdivision 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.

3. 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.

4. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling or one two-family dwelling not to exceed two and one-half stories in height and a private structure to house not more than two vehicles.

5. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the City Engineer of the City of Rawlins, Wyoming, or in the absence of or the inability of said engineer to act, such other person as shall be designated by the Mayor and Council of said City. In the event said Engineer or person so designated as aforesaid, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such building or making such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Said City Engineer or person designated by the Mayor and Council aforesaid shall receive such reasonable compensation for services performed pursuant to this covenant as shall be fixed by the Mayor and Council of said City. The powers and duties of said City Engineer or person so designated in the manner aforesaid shall cease on and after March 1, 1950. Thereafter the approval described in this covenant shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall exercise the same powers

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).



previously exercised by said City Engineer or person so designated by said Mayor and Council.

The building plans, specifications and plot plans of the homes now being erected by the O'Dell Homes Company on Lots 1 to 12, both inclusive, in Block 1; Lots 8 to 14, both inclusive, in Block 2; Lots 1, 2 and 3, in Block 4; and Lots 1 to 8, both inclusive, in Block 5, in said Addition, are hereby ratified and approved, and such plans, specifications and plot plans are hereby exempted from their prior approval by said City Engineer or such other person as may be designated by said Mayor and Council for the purposes herein set forth.

6. No building shall be located nearer than twenty feet to the front lot line nor nearer than five feet to any side street line. No building, except a detached garage or other outbuilding located forty feet or more from the front lot line, shall be located nearer than one foot to any side lot line.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than four thousand square feet or a width of less than fifty feet at the front building set back line.

8. No noxious or offensive trade or 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.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. No fence shall be erected between the front building set back line and the front property line of any lots in this subdivision.

11. The ground floor of any residential structure, exclusive of one-story open porches and garages, shall not be less than six hundred fifty feet in the case of a one-story structure not less than six hundred square feet in the case of a one and one-half, two or two and one-half story structure.

12. No person or persons except those of Caucasian race shall occupy any part of these premises. This restriction shall not apply to persons of other races employed as domestic servants by owners, tenants or lessors of the land herein described.

13. A store building may be erected on Lot 5, in Block 4, of said Addition, to be used only and exclusively for the purpose of conducting and operating in said building a neighborhood retail grocery business, and in the event such building is to be erected and constructed, such lot shall be exempted from the provisions of this instrument except as to section 5 hereof.

14. In order to provide the City of Rawlins access to said Addition for the purpose of laying and maintaining water, sewer and drainage lines, and also to provide access to said Addition to persons, firms or corporations furnishing electricity, gas, telephone service and other similar utilities to the occupants of said addition, the undersigned has contemporaneously with the execution of this agreement conveyed Lot 4, in Block 4, of said Addition, to said City to be used exclusively for the purposes herein described, and subject to the further restriction that no building of any kind shall be erected on said lot.

Dated at Rawlins, Wyoming, this 3rd day of August, A. D., 1945.

WITNESS:

Martha Gustafson

J. E. Tolliver

STATE OF WYOMING,)
COUNTY OF CARBON.) SS.

On this 3rd day of August, 1945, before me personally appeared S. E. Tolliver, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Given under my hand and Notarial Seal the day and year in this certificate first written.

My commission expires Feb. 10 - 1948.

(NOTARIAL SEAL)

Martha Gustafson

Notary Public.

STATE OF WYOMING,)
Carbon County,)
Filed for record on 08/03/1945
Book 264, Page 264
C. L. Gustafson
Notary Public