



RECORDED	Jan 16 1976	At: 20 O'CLOCK P.M.
IN BOOK	610	OF Misc PAGE 114
NO.	474579	ANNA FRODEATT COUNTY CLERK

PROTECTIVE AND RESTRICTIVE COVENANTS  
PERTAINING TO CLEARFIELD # II  
AN ADDITION TO THE TOWN OF DOUGLAS  
CONVERSE COUNTY, WYOMING

The undersigned, Monte D. and Loretta J. Fertig are the owners of the following described real property, to wit:

Clearfield No. 2, an addition to the Town of Douglas, Converse County, Wyoming, located in Section 15 Township 32 North, Range 71 West of the 6th P.M., Converse County, Wyoming, According to the plat and dedication filed in the office of the County Clerk of Converse County, Wyoming, comprising Lots 1 to 12, inclusive, in block 1; Lots 1 to 27, inclusive, in block 2; Lots 1 to 20, inclusive, in block 3; Lots 1 to 40, inclusive, in Block 4; and Lot 1 in block 5,

and as such owner, having concurrently herewith recorded said plat and dedication, does hereby place upon the lands hereinabove described, excluding the Class "A" Business District shown by said plat, the following covenants and restriction, and does hereby declare that such covenants and restriction shall be binding upon and inure to the benefit of the successors in title interest of the undersigned as to the said real property, to-wit:

C-1 BUILDING LOCATION:

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 12 feet to any side street line; no building shall be located nearer than 12 feet to the street property line of said streets.

(b) All buildings will be so located on lot so as to provide a minimum of 6 feet on one side and 9 feet on the other side of said building. This will permit access to the rear yard from the front of the house. There is to be no access from the rear easements to the rear yard. No dwelling shall be located nearer than 10 feet to the rear lot line or easement.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-2 EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it, such as fences, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-3 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 to the neighborhood.

C-4 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.

C-4 LIVESTOCK AND POULTRY:

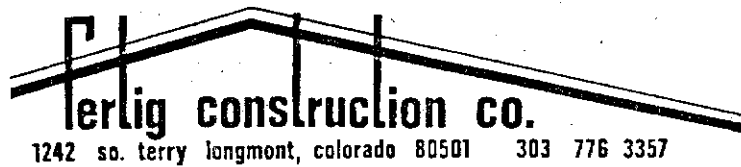
No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided, that they are not kept, bred, or maintained for any commercial purpose.

C-6 GARBAGE AND REFUSE DISPOSAL:

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 and stored out of sight. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage pick-up will be made in the street.

C-7 WATER SUPPLY:

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendation of the State Department of Public Health. Approval of such system as installed shall be obtained from such authority.



C-8 SEWAGE DISPOSAL:

No individual sewage disposal system shall be permitted.

C-9 UTILITIES:

All utilities shall be under ground.

C-10 SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fencing will be permitted on any lot beyond the front building line except with the approval of the Architectural Control Committee. No fence higher than six will be permitted.

C-11 MINIMUM SIZE OF DWELLINGS:

No residential dwelling containing less than 850 square feet will be permitted, except for Split Entries, split Levels and 1½ and 2-story dwellings which shall be subject to the approval of the Architectural Control Committee.

C-12 Multiple Unit Dwellings:

Multiple unit dwellings, modular houses, churches, fraternal organizations buildings and other similar buildings will be permitted only when they meet the approval of the Architectural Control Committee.

C-13 PARKING AND STORAGE OF MISCELLANEOUS ITEMS:

(a) Parking of trailer campers, truck campers, bus campers and otherwise large vehicles such as stock ~~stock~~ trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

(b) The parking of boats and boat trailers on the street or on the driveway or on any parking area between the front



building line of a residence and the street shall be of a temporary nature and shall not be left parked in such a location for storage from one season to another or while not in seasonal use.

(c) Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

(d) Vehicles of size larger than the now standard American manufactured motor car, vehicles the primary use of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, boats and boat trailers, tractors and trailers, shall not be parked on the streets or any of the front portions (within 40 feet of the street right-of-way) of any lot or lots for a continuous period of more than 72 hours. The foregoing enumeration of certain specific vehicles types is not intended to be exclusive but only illustrative.

C-14 ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of the duly elected Mayor of the Town of Douglas, Fertig Construction Co. of Douglas, Wyoming and the Fertig Construction Co. of Wheatland, Wyoming. A majority of the committee may designate a representative to act for it, or any member of the committee may designate a representative to act for the individual member. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The members of this committee shall remain in control until such time as 90% of the lots in this development have had ownership transferred to other parties or until such time as the Architectural Control Committee voluntarily requests to be relieved of the office (whichever time comes first). Upon relief of present committee, the then record owners of the lots 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 the determination of any matter hereunder, a vote of the majority of the Architectural Control Committee shall govern.

C-15 DURATION OF COVENANTS:

These covenants shall remain in force for a period of 25 years, at the end of which time they shall be subject by a vote of majority record owners of the lots to change or termination. If the property owners fail to act after a period of 90 days, these covenants shall again be in full force and effect for a period of ten years.

*Monte D. Fertig*  
\_\_\_\_\_  
Monte D. Fertig  
*Loretta J. Fertig*  
\_\_\_\_\_  
Loretta J. Fertig

STATE OF WYOMING:  
COUNTY OF CONVERSE: SS:

The foregoing instrument was acknowledged before me by Monte D. and Loretta J. Fertig this 16 day of January, 1976.

Witness my hand and official seal.

SEAL:

*James P. Burke*  
\_\_\_\_\_  
Notary Public  
JAMES P. BURKE - Notary Public  
County of Converse State of Wyoming  
My Commission Expires Oct. 1, 1979

My commission expires: