

No Homeowners

WHEREAS, Harney T. Conner and Maud S. Conner, husband and wife, of Glenrock, Converse County, State of Wyoming, have entered into an agreement for Warranty Deed for the sale of certain acreage described as a Portion of Block 1, Conner Addition to the Town of Glenrock, Converse County, Wyoming, and; WHEREAS, said Harney T. Conner and Maud S. Conner have granted an option for the sale of the remaining portion of said Block 1, and; WHEREAS, said Harney T. Conner and Maud S. Conner are the owners of all land adjacent to said Block 1, Conner Addition on the East side of Grant Street to a depth of 300 feet, and; WHEREAS it is desired to establish in said area an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements and each home owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner;

NOW, THEREFORE, in consideration of the sale of the portion of the said Block 1, and of the option of the remaining portion of said Block 1, and in consideration of the premises, the undersigned, Harney T. Conner and Maud S. Conner, do hereby impose upon said Block No. 1, Conner Addition to the Town of Glenrock, Converse County, Wyoming, and upon all land adjacent on the East side of Grant Street to a depth of 300 feet, the following protective covenants and restrictions, to-wit:

(1) No lots 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 one and one half stories in height and a private garage for not more than two cars.

(2) No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 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 the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

(3) 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 as herein described, to-wit. No building shall be located on any lot nearer than 25 feet to the front line, or nearer than 10 feet to any side street line. 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 25 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In 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. 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.

(4) No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 740 square feet.

(5) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(6) 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.

(7) 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.

(8) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign 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 the construction and sales period.

WHEREAS, Harney T. Conner and Maud S. Conner, husband and wife, of Glenrock, Converse County, State of Wyoming, have entered into an agreement for Warranty Deed for the sale of certain acreage described as a Portion of Block 1, Conner Addition to the Town of Glenrock, Converse County, Wyoming, and; WHEREAS, said Harney T. Conner and Maud S. Conner have granted an option for the sale of the remaining portion of said Block 1, and; WHEREAS, said Harney T. Conner and Maud S. Conner are the owners of all land adjacent to said Block 1, Conner Addition on the East side of Grant Street to a depth of 300 feet, and; WHEREAS it is desired to establish in said area an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements and each home owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner;

NOW, THEREFORE, in consideration of the sale of the portion of the said Block 1, and of the option of the remaining portion of said Block 1, and in consideration of the premises, the undersigned, Harney T. Conner and Maud S. Conner, do hereby impose upon said Block No. 1, Conner Addition to the Town of Glenrock, Converse County, Wyoming, and upon all land adjacent on the East side of Grant Street to a depth of 300 feet, the following protective covenants and restrictions, to-wit:

- (1) No lots 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 one and one half stories in height and a private garage for not more than two cars.
- (2) No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 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 the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.
- (3) 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 as herein described, to-wit. No building shall be located on any lot nearer than 25 feet to the front line, or nearer than 10 feet to any side street line. 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 25 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In 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. 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.
- (4) No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 740 square feet.
- (5) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- (6) 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.
- (7) 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.
- (8) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign 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 the construction and sales period.

(9) No oil drilling, oil development operations, oil refining, quarrying or mining operations 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.

(10) These covenants shall extend to and be binding upon the land of Harney T. Conner and Maud S. Conner adjacent to the aforesaid Conner Addition for a distance of 300 feet East of said Addition and for a distance of 150 feet North of said Addition.

(11) 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.

(12) 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.

(13) 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 have hereunto subscribed their names this 17th day of May, 1956.

William P. Dyer
WITNESS

Harney T. Conner
HARNEY T. CONNER

Maud S. Conner
MAUD S. CONNER

THE STATE OF WYOMING }
COUNTY OF CONVERSE } ss.

On this 17th day of May, 1956, before me personally appeared Harney T. Conner and Maud S. Conner 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, including the release and waiver of the right of homestead, and the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial seal, this 17th day of May, A.D., 1956.

William P. Dyer
Notary Public



My commission expires on the 17th day of December, 1957