

THE STATE OF WYOMING)

COUNTY OF CONVERSE)

) ss.

RECORDED	NOV 21 1977	AT 3:25	CLOCK P.M.
IN BOOK	659	OF	MISC. PAGE 158
NO.	508787	ANNA FROGGATT COUNTY CLERK	

BOOK 659 PAGE 158

TO THE PUBLIC:

DATE:

GRANTOR:

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Converse County, Wyoming, to-wit:

Dilts Subdivision, an addition to the Town of Douglas, Converse County, Wyoming, and all of said lots being hereby designated as single family residency lots except Block 8, which is designated as a lot for multi-family residential use,

do hereby make this Declaration of Protective Covenants applicable to all of the described property.

I.

Single Family Residence

1. One Family Residences Designated in Filing: All lots designated for single family residences shall be used for that purpose and no other. No lot shall be used except for a one family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto.

2. Dwelling Quality and Size: No dwelling shall have less than 900 square feet without a basement or 800 square feet with a basement. Tri-level houses shall have not less than 900 square feet on the upper two levels and bi-levels or split-levels shall be considered the same as a basement house with not less than 800 square feet on the main floor. A two-story house shall have not less than 750 square feet on the first floor and not less than 400 square feet on the second floor. The square footage shall be determined by measurement of the framing dimensions of the living quarters only. No storage areas or garages shall be considered in determining square footage.

3. Minimum Lot Size and Building Locations:

(A) No residential structure shall be erected or placed on any tract having less than 7,200 square feet or has a front footage of less than 50 feet at setback line.

(B) No structure shall be located closer to the front or rear lot lines than 25 feet front and 20 feet rear.

(C) No structure shall be located closer than 5 feet from the side lot lines.

(D) 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.

II.
Multi-Family Residential Use

BOOK 659 PAGE 159

1. Other lots designated for use for multi-family residences shall be used for that purpose and no other. This Section shall cover multi-family rental units or units constructed for lease, rental, ownership or occupancy by public housing agencies.
2. Dwelling Quality and Size. No dwelling shall be permitted on any lot except as is authorized by provisions of the City County Plan and Ordinance as effective on the date of filing of these protective covenants.
3. Building Locations.
 - (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 15 feet to any side street line.
 - (B) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. If more than one lot is used for the construction of an integrated housing facility or unit, then the perimeter lot lines of the combination of lots only shall be subject to the set back restriction of this paragraph.
 - (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.
4. Required Appurtenances and Parking. Appurtenances shall be furnished to make the structures appropriate to the area located including specifically garages, utility structure and rear driveway entrances. No front yard parking slabs shall be permitted without specific and individual written approval by the architectural control committee. There shall be provided for each residential unit off-street parking for at least one vehicle.

III.

General Requirements for All Lots in the Subdivision

1. 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 structure and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. 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. Approval shall be as provided in paragraph 13.
2. Easements: Easements for installation and maintenance of utilities and drainage facilities and walkways are reserved as shown on the recorded plat. Within these easements, no structure, planting 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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 or nuisance to the neighborhood.

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.

5. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

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 in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

6. 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 square foot, one sign of not more than nine 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.

7. 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, 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.

8. 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.

9. 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. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. 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 recommendations of Converse County, Wyoming.

11. 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Specific Reservation, Restrictions and Limitations for Construction, Planning, Development and Use:

(A) Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee.

(B) No additional overhead wires shall be allowed unless approved in writing by the Architectural Control Committee.

13. The Architectural Control Committee is composed of the following persons: M. V. Federer, Al Strohmaier, and Ronald S. Joseph. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority 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.

14. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

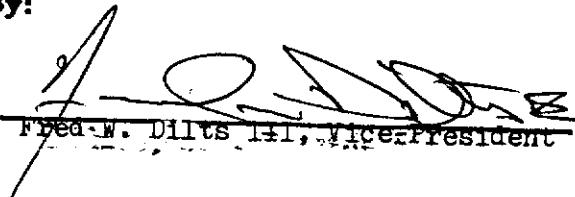
15. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless 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.

16. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

17. Severability: Invalidation of any 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.

DATED this 21 day of November, 1977.

ESTERBROOK DEVELOPMENT COMPANY
By:


Fred W. Dilts III, Vice President



CP. Wanger
Secretary

THE STATE OF WYOMING)
)
COUNTY OF CONVERSE) ss.

On this 21 day of Nov., 1977, before me appeared Fred Dilts, III, to me personally known, who, being by me duly sworn, did say that he is the President of Esterbrook Development Company, and that the seal of said corporation is affixed hereto, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Fred Dilts, III, acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 21 day of Nov., 1977.



Margaret L. Scott
Notary Public