

E. D. HOLLON and MARJORIE HOLLON,  
husband and wife, as owners and HENRY  
J. BOLLN and ELIZABETH W. BOLLN, hus-  
band and wife, as Joint Lienors, here-  
inafter referred to as DONORS,

-to-

THE PUBLIC.

PRELIMINARY OFFER TO DEDICATE.

Dated as hereafter shown.  
Recorded January 20, 1964 at 1:20  
P.M.

Book 363: Page 322.  
Instrument No. 321337.

Plat filed in Plat Book 2, Page 51.

TO: The Mayor and Town Council  
of  
The Town of Douglas, Converse County, Wyoming

Gentlemen:

The undersigned, E. D. HOLLON and MARJORIE HOLLON, husband and wife, as owners and HENRY J. BOLLN and ELIZABETH W. BOLLN, husband and wife, as joint lienors, hereinafter referred to as DONORS, in consideration of the annexation hereby requested, propose to make the hereinafter stated gift to the Town of Douglas, a municipal corporation, hereinafter referred to as DONEE, of those alleys, sidewalks, curb and gutter, and streets (from property line to property line) as the sales thereof and building requirements of the Federal Housing Administration shall require in that certain tract of land described as:

Beginning at the Southwest corner of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 9; Township 32 North, Range 71 West of the 6th P. M., thence North along the West line of said SE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section a distance of 846 feet, thence East, parallel with the South boundary line of said SE $\frac{1}{4}$  SE $\frac{1}{4}$  a distance of 554 feet, thence South, parallel with the West boundary line of said SE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section a distance of 846 feet, thence West along the South boundary line of said SE $\frac{1}{4}$  SE $\frac{1}{4}$  a distance of 554 feet to the point of beginning, subject to all easements and rights-of-way heretofore or hereafter granted thereon or thereover and with (appurtenances thereunto belonging or in any wise appertaining), said tract of land containing 10 and 3/4 acres more or less.

said streets, alleys, and sidewalks being delineated on the plat hereto attached as EXHIBIT "A" and by such reference made a part hereof.

It is also understood that DONORS, E. D. Hollon, has an option on a contiguous plot of ground which lienors presently own, subject to said option, said plot of ground being described as:

Beginning at the Southwest corner of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 9, Township 32 North, Range 71 West of the 6th P. M., thence East along the South boundary line of said SE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section a distance of 554 feet which is the point of beginning; thence North, parallel with the West boundary line of said SE $\frac{1}{4}$  SE $\frac{1}{4}$  of

said Section a distance of 846 feet; thence East parallel with the South line of said Section a distance of 554 feet; thence South, parallel with the West line of said Section a distance of 846 feet; thence West along the South line of said Section a distance of 554 feet to the point of beginning, subject to all easements and rights-of-way heretofore or hereafter granted thereon or thereover, together with (appurtenances thereunto belonging or in any wise appertaining), said tract of land containing 10 and 3/4 acres more or less,

which DONORS will subdivide, extend and fit into, the streets, alleys, and sidewalks in the first tract above described when it has been determined by the Architectural Central Committee, as hereinafter mentioned and named, or their successors, to be needed as an additional annexation, if the Town of Douglas, Wyoming will annex said first tract in part as so needed and subdivided, with the understanding that the sewer and/or water lines installed by the DONORS in said tracts will be purchased by DONEE, lot by lot as connected onto by individual lot-owners, at cost to the DONORS; said annexation to be known as:

FRONTIER VILLAGE  
of  
Douglas, Wyoming

That the streets, alleys, sidewalks, curbing and curbs, water and sewer mains, electrical supply lines, extensions of streets, alleys, sidewalks and other channels for utilities or improvements shall be constituted in accordance with Ordinance Number 111A of the Town of Douglas or any other applicable Ordinance pertaining to the installation and/or construction of any particular improvement or utility necessary to make the subdivision to the Town an integral part of the Town of Douglas, and in particular the following Protective Covenants that will run with the ownership of the various lots as laid out on said plat and be included in the conveyances to individuals purchasing lots in said subdivision:

PROTECTIVE COVENANTS

PREAMBLE.

In as much as Protective Covenants regulating the use of land represent an express agreement between the subdivider and the lot purchasers, through these agreements all parties seek to gain certain advantages, subdivider to aid his program and the purchasers to protect their investment; Strict enforcement of suitable Protective Covenants give best assurance to each lot owner that no lot owner within the Protective area can use the property in a way that will destroy values, lower the character of the neighborhood or create a nuisance.

The proposed subdivisions shall be classified as a Residential District "A", and be subject to all the regulations and terms of

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the Ordinances relating to zoning in the Town of Douglas, Converse County, Wyoming.

The Protective Covenants in their entirety as hereinafter set forth shall apply to all residents within this proposed subdivision.

**RESIDENTIAL COVENANTS:**

**A-1 Land use and building type:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to be placed or remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

No business or occupation for profit or hire shall be conducted on any lot or in any building.

**A-2 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 structures have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless likewise approved.

Approval shall be as provided in part F.

**A-3 Dwelling cost, quality and size:** No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon costs 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 costs 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 be not less than 900 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

**B-1. Building location:** 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. In the event the house is turned on a corner lot to face a side street, the setback line at the front of the lot shall be 5 feet greater than the setback line at the front of the lot of the adjoining house and the setback line on the side street shall be 25 feet.

**B-2.** No building shall be located nearer than 5 feet to an interior

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lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear of the lot line.

B-3. For the purpose 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-1. Easements: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or be 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.

D-1; 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.

E-1. Structures: All construction shall be new and no building or buildings may be moved from another location to any site within this subdivision.

E-2. 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 (1) square foot, one (1) sign of not more than five (5) 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.

E-3. 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.

E-4. Livestock and poultry: No adminals, 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.

E-5. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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No garbage or refuse can or container of any kind shall be placed further forward on any lot than the forward setback line thereof except on the scheduled garbage pickup day of the Town of Douglas on which day cans or containers may be placed on the curbing. Care must be taken that any such can or container is securely fastened to avoid unsightly spillage and blowing. All such containers shall be covered and enclosed in a structure which will conceal its view from the street.

E-6. Yard fences, walls or hedges may extend only from the rear of the lot to the rear of the house thereon, and there shall be no front yard fencing, walls or hedges.

E-7. Lot Area and Width:

No dwelling shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the minimum building setback line except on the following lots:

Block 1: Lot 3  
Block 2: Lots 6, 7, and 8  
Block 3: Lot 7  
Block 4: Lots 6, 7, 8 and 9  
Block 5: Lots 4, 6, 7 and 8

nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

#### ARCHITECTURAL CONTROL COMMITTEE

F-1. Membership: The Architectural Control Committee is composed of E. D. Hollon, Douglas, Wyoming, C. E. Hollon, Lusk, Wyoming, and Thomas Dunlap, Lusk, Wyoming. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither or the members of the committee, not 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.

F-2. 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 or disapprove within 30 days after plans and specifications have been submitted to it, approval shall be assumed. The failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants and conditions and restrictions contained herein.