

RECORDED	Dec 20	1972	AT	12:55	CLOCK P. M.
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NO.	443787	ANNA FROGGATT COUNTY CLERK			

BOOK 554 PAGE 313

AGREEMENT CREATING AND CONFIRMING  
RESTRICTIVE COVENANTS

We, the undersigned, owners and purchasers under contract of real property in the Town of Douglas, Converse County, Wyoming, described as follows, to-wit:

- BLOCK 1: East 33 feet of Lot 7, all of Lots 8, 9, 10, 11, 12, 13;
- BLOCK 2: East 56 feet of Lot 13 and all of Lot 14;
- BLOCK 3: East 44 feet of Lot 5, and all of Lots 6 and 7, and the East 25 feet of Lot 8;
- BLOCK 4: East 28 feet of Lot 5, and all of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and the East 32 feet of Lot 19;
- BLOCK 5: All;

Also known as the East half of Frontier Village; all in Frontier Village to the Town of Douglas, Converse County, Wyoming.

hereinafter referred to as the East half of Frontier Village in the Town of Douglas, Converse County, Wyoming, for the purpose of maintaining fair and adequate property values in the area and of continuing and confirming the protective covenants submitted in the preliminary offer to dedicate Frontier Village, dated the 5th day of August, 1963, do hereby covenant and agree one with the other, and hereby make the following declarations as to limitations, restrictions and uses to which the lots, constituting such area, may be put and hereby specify that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit of and limitations on all future owners in such portion of the Frontier Addition.

The protective covenants in their entirety as hereinafter set forth shall apply to all lots and residents within the East half of Frontier Addition to the Town of Douglas.

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. Expressly prohibiting the installation of any trailer or modular home, and all residents shall be in strict conformity with residential "A" zoning, as now in effect.

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 setback 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 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 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 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: Easements 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 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, 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 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.

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.

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:

- Lot 7 in Block 3;
- Lots 6,7,8, and 9 in Block 4;
- Lots 4,6,7, and 8 in Block 5.

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 as to the East Half of Frontier Addition to the Town of Douglas, shall be composed of Otto Bolln, Arthur R. Jones, and Greg Jones, all of Douglas, 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 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.

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.

GENERAL PROVISIONS

G-1 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-five (35) years from date deeds conveying lots to individual owners are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (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.

G-2 Enforcement: 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.

G-3 Severability: Invalidation of any one of these covenants by judgment and/or order of the Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Elizabeth W. Kollu

Otto Bolln

Harold H Mackey

Arthur R Jones

STATE OF WYOMING :  
: ss.  
County of Converse :

On this 20th day of December, 1973, before me, the under-  
signed, a Notary Public, duly commissioned and acting within and for the  
County and State aforesaid, personally appeared Elizabeth W. Bolln  
Otto Bolln, Harold H. Mackay and Arthur R. Jones

\_\_\_\_\_, to me known to be the  
persons whoses names are subscribed to the foregoing instrument, and who ack-  
nowledged to me that they executed the same as their free act and deed for  
the uses and purposes therein set forth.

Given under my hand and notarial seal the day and year first above  
written.



*Lois Helzer*  
\_\_\_\_\_  
Notary Public

My commission expires ~~May 5, 1975~~

LOIS HELZER - Notary Public  
County of Converse, State of Wyoming  
My Commission Expires August 23, 1974