

PROTECTIVE COVENANTS

Northgate Development Subdivision  
Town of Douglas  
Converse County, Wyoming

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In consideration of the mutual protections herein contained, for the purpose of maintaining a desirable residential area, and for the mutual interest of the present and future property owners in providing for the orderly development of the Northgate Development Subdivision to the Town of Douglas, Converse County, Wyoming, we do hereby agree and covenant this 13th day of June, 1980, to impose the following protective covenants and conditions to run with the land and to bind the owners and their respective heirs, executors, administrators successors and assigns of the following described property, namely:

Lots 1 through 11, inclusive, Block 1; Lots 1 through 16, inclusive, Block 2; Lots 1 through 16, inclusive, Block 3; Lots 1 through 5, Block 4; Lots 1 through 15, Block 5; Northgate Development Subdivision, an Addition to the Town of Douglas, County of Converse, State of Wyoming.

The covenant and conditions hereof are as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except for a sales office for use by the Developer or his Agent. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings, duplexes, triplexes or fourplexes not to exceed (2) stories in height and a private garage for not more than three cars.

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 structure 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 similarly approved. Approval shall be provided in Paragraph 14.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$40,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this 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 be not less than 800 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

4. 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 as set forth by the Town of Douglas. In any event, no building shall be located on any lot nearer to the lot lines than those set forth in the then existing residential zone designated for the Addition by the Town of Douglas at the time of issuance of a building permit.

(b) The side yard required for an attached or detached garage or other permitted non-dwelling accessory building shall comply with the side yard for each lot as designed by the Town of Douglas.

(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 one lot to encroach upon another lot.

5. EASEMENTS. Easements on individual lots for installation and maintenance of utilities and drainage facilities are reserved as shown on the Recorded Plat. 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. 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. Within these limitations, these covenants shall not prohibit the construction of a fence within or on such easements.

6. 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.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, camper, tent, shack, garage, barn, shed, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) 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. MINING AND MINERAL OPERATIONS. No mining or commercial drilling or mineral operations of any kind shall be permitted upon or in any lot.

10. 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.

11. 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 and placed neatly for disposal by municipal or commercial garbage disposal units at each regular disposal date.

12. WATER SUPPLY. No individual water supply system shall be permitted on any lot.

13. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

14. ARCHITECTURAL CONTROL COMMITTEE - MEMBERSHIP. The Architectural Control Committee is composed of: Ronald J. Schrandt, Rt. 1, Box 318, Douglas, Wyoming 82633, Mary L. Schrandt, Rt. 1, Box 318, Douglas, Wyoming 82633; and C. Donald Irwin, 514 S. 9th, Douglas, Wyoming 82633. 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. Neither the members of the committee, nor its designed representative shall be entitled to any compensation for services performed pursuant to this covenant.

15. 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 thirty (30) days after plans and specifications have been submitted to it, approval will not be required and it shall be deemed that there is full compliance with the related covenants.

16. 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 twenty (20) years from the date these covenants are recorded, after which time said covenant shall 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.

17. 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.

18. SEVERABILITY. 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.

19. FENCES. All fences constructed along the rear lot lines in said subdivision shall be of the same height, design, and alignment, and constructed of the same type of building material. Therefore, if a fence is constructed along the rear lot line, it shall be six (6.0) feet in height, be constructed as close to the rear lot line as possible, and be made of wooden material and shall be approved by the Architectural Control Committee.

20. NONEXCLUSIVE AND MUTUAL EASEMENTS. Each lot within Northgate Development Subdivision shall have appurtenant thereto nonexclusive and mutual easements over and upon any lot contiguous to said lot for the purpose of maintenance and repair of all lawful structures on said lot.

(a) Said maintenance and repair shall include, but not be restricted to painting, repairing, altering, improving and cleaning; the use of ladders, scaffolds and compressors; and all other similar activities consistent with these covenants. The owner of said lot shall use all practicable means to avoid damage in the use of the easement created hereby and shall perform such activities at reasonable times and in a reasonable manner so as to cause as little inconvenience to others as is practicable.

(b) Any substantial damages caused by any of the activities permitted by this amendment to the Protective covenants shall be repaired immediately and properly by the owner of said lot.

IN WITNESS WHEREOF the parties hereto have put their hands this 18th day of June, 1980.

NORTHGATE DEVELOPMENT, LIMITED

ATTEST

Ronald J. Schrandt  
Vice President

*no seal*

BY: C. Donald Irwin  
C. Donald Irwin, President

Ronald J. Schrandt  
Ronald J. Schrandt, Individually

C. Donald Irwin  
C. Donald Irwin, Individually

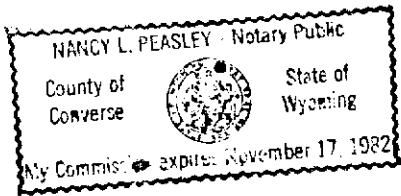
Mary L. Schrandt  
Mary L. Schrandt, Individually

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CONVERSE )

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The foregoing instrument was acknowledge before me by C. Donald Irwin,  
Ronald J. Schrandt, and Mary L. Schrandt this 18<sup>th</sup> day of  
June, 1980.

WITNESS my hand and official seal.



Nancy L. Peasley  
Notary Public

My Commission Expires:

November 17, 1982