

To Correct Legal Description
to agree with Plat

BOOK 672 PAGE 221

BOOK 667 PAGE 471

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

RECORDED Apr 14 1978 AT 9:00 O'CLOCK A.M.
IN BOOK 667 OF Misc. PAGE 471
NO. 516360 ANNA FROGGATT
COUNTY CLERK

RECORDED June 2 1978 AT 5:00 O'CLOCK P.M.
IN BOOK 672 OF Misc. PAGE 221
NO. 519468 ANNA FROGGATT
COUNTY CLERK

TO THE PUBLIC:

DATE:

DECLARATION OF PROTECTIVE COVENANTS

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

No. 2 FF
Oregon Trail Estates, ~~Second Filing~~, including all lots and tracts except Tract 4, an addition to the Town of Glenrock, Converse County, Wyoming,

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

I.

The lands subject to this declaration shall be divided in three categories, namely (A) One-Family Home-Owned Residential Use; (B) Multi-family Residential Use; and (C) Commercial Use. Such determination and division shall be established made by the architectural control committee and zoning as approved by the governmental subdivision where the land is situate. Upon designation of use category, the subdivision shall be subject to these protective covenants and the lands therein to the provisions applicable to the designated category.

II.

One-Family Home-Owned Residential Use

1. The lots designated as One-Family Home-Owned Residential shall be used for the following described purposes and no other:

A one-family dwelling, home-owned residential use and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto. Construction of residential units for lease or rental purposes pursuant to this paragraph is specifically prohibited.

2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. All construction shall be subject to the approval as provided in Section IV.

3. Dwelling Quality and Size: No dwelling shall have less than 920 square feet without a basement or 820 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 820 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.

4. 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 provided by town and/or county ordinance restrictions. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 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 20 feet to the rear lot line.

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.

III.

Multi-Family Residential Use

1. Other lots in the area designated by the architectural control committee or by appropriate zoning for use for multi-family residences shall be used for that purpose and no other, and no structure shall exceed two and one-half stories in height. 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 20 feet to the front lot line, or nearer than 10 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 20 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 setback 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. There shall be provided for each residential unit off-street parking for at least 1.5 vehicles.

IV. Commercial Use

1. Commercial Use Designated in Filing. All lots designated by the architectural control committee or by appropriate zoning for commercial use shall be used for that purpose and no other.

2. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation or noise.

3. The buildings or premises, except as otherwise provided in this Declaration, may be used for any use permitted under zoning for commercial generally under zoning ordinances of the town of Glenrock.

4. Construction or alteration of any buildings shall meet the standards provided in this Declaration. Exterior surfaces of all buildings or structures shall be of concrete, masonry, noncombustible approved metals, or lath and plaster, except walls of offices and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, 10-year colored metal, mossrock, pre-cast concrete products, architectural concrete, or appropriately decorated lath and plaster. All buildings shall conform to applicable building codes in the town of Glenrock as are in effect at the time that the purchasers or otherwise, acquires an interest in the building site for the type of use and fire zone applicable.

5. Improvements erected on the property subject to this Declaration shall not exceed two stories in height without specific prior written approval of the Architectural Control Committee.

6. 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.

7. No structures or buildings shall be located closer than ten (10) feet to any side building site line or rear property line, it being the intent that an open area of at least twenty (20) feet shall exist between all adjacent but separately owned improvements, both at sides and rear.

8. The minimum setback of any building from the front lot line shall be thirty (30) feet. There shall be reasonable landscaping between the front lot line of a building site and any building located on the building site; where an area is to be landscaped, it shall be done attractively with lawns, trees, shrubs, desert gardens, etc., according to plans submitted to the Architectural Control Committee, and properly maintained thereafter, including the parking areas.

9. For each building site there shall be provided off-street automobile parking facilities, at the minimum rate of one parking space for each 1.5 employees simultaneously employed on the premises and appropriate off-street visitor parking, commensurate with the business function of the enterprise.

10. Storage of bulk commodities, materials, supplies, products and equipment on the exterior of the buildings shall be confined to areas which are screened in accordance with the provisions as follows, it being the intention of this provision that subject materials shall not be visible from the adjoining property or from streets and public areas:

- a. Fences or masonry walls of approved design, eight (8) feet high for storage, or, if storage extends above eight (8) feet, enough to conceal the stored items. Chain link fences are acceptable so long as aluminum slats are placed on the chain link fence in any area where there is a requirement for screening from view under the terms of this Declaration;
- b. Location at rear of buildings where such location will conceal such areas from public view;
- c. Properly located and planned hedges, shrubs, or plantings of sufficient density and height to provide concealment;
- d. Terrain adjustment and/or retaining walls to provide concealment by virtue of site lines from streets, public areas or adjacent property;

or any combination thereof.

11. No billboards or advertising signs other than those identifying the name of the business and products of the person or firm occupying the premises shall be permitted except a sign offering the premises for sale or lease. Design and location of all signs are subject to approval of the Architectural Control Committee.

12. In order that maneuvering of trucks and trailers be confined to the premises of each establishment, no loading dock shall extend beyond the front line of any building and no loading dock shall be located so that any vehicle using it shall extend beyond any property line.

13. Where a right-of-way easement exists, no structures or buildings shall be constructed thereon.

14. The premises shall be attractively maintained, including removal of debris and control of weeds and on-site vegetation.

15. All building lots must be engineered for proper drainage to drain water away from buildings, to avoid im-

pounding water (except as a planned, approved pond as a landscaping feature), and to conform to overall drainage pattern of the entire area.

16. Concrete, flagstone, oil surface or other approved hard-surfaced walks must be provided for all major pedestrian visitor or employee foot traffic patterns.

V.

General Requirements for All Lots in the Subdivision

1. No improvements shall be erected, placed or a major alteration of any exterior of any improvement be made, on any building site until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the Architectural Control Committee. The Committee's decision shall be based on harmony of external design with existing structures in the development, location of the improvements on the building site (giving due regard to the anticipated use thereof as same may affect adjoining structures), uses and grades of finished ground elevation; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one so submitting plans or to any owner of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents, or employees, arising in connection with the approval or disapproval, or failure to approve any such plans. 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.

2. Easements: Easements for installation and maintenance of utilities and drainage facilities 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 resi-

dence 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 on residential lots shall be displayed to the public view 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.

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. All incinerators or other 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 Campbell 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 Reservations, 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 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: Francis Ferguson, Leona Ferguson, and Gale Anderson. 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 _____ day of _____, 1978.

