

RECORDED	Sept. 1	1965	AT 11:20	CLOCK	A.M.
IN BOOK	387	OF	MISC.	PAGE	109
NO.	337914				
	LLOYD FROGGATT COUNTY CLERK				

RESTRICTIVE COVENANTS

WHEREAS, JOSEPH W. POPP, WESTON L. POTTER, and B. E. ELWOOD, of Glenrock, Converse County, Wyoming, are owners of all of the lots in Tepee Draw Subdivision of Lots 10 and 11, Section 4, Township 33 North, Range 75 West of the 6th P.M., in Converse County, Wyoming, according to that certain plat recorded on the 14th day of June, 1965, in Book 2, at Page 47 of the Records of Converse County, Wyoming; and for the mutual benefit of all of the subsequent owners of the lots comprising said Subdivision, do hereby impose on said premises the covenants and restrictions hereinafter set forth, which covenants are to run with the land and bind the owners or occupants of such properties, as herein outlined.

NOW, THEREFORE, Joseph W. Popp, Weston L. Potter, and B. E. Elwood, the undersigned, do hereby declare that that the real property described in, and heretofore referred to, is and shall be held, transferred, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth.

1: The land use and building type:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling, and a private garage for not more than two cars.

2: Building location:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines as provided by the Town of Glenrock Ordinance appertaining thereto. In any event no buildings shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No dwelling or garage shall be located closer than 10 feet to a side lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In the event a house is turned on a corner lot to face the side street, minimum setback shall be 25 feet from each street lot line.

3: No lot shall be re-subdivided into smaller building lots.

4: Floor area:

No dwelling shall be constructed having a habitable floor area

Immediately above the foundation walls of less than 1200 square feet, or at a construction cost of less than \$18,000.00, it being understood that the \$18,000.00 construction cost represents the cost established as of the year 1966. Any dwelling constructed in the future shall conform to this base cost either more or less.

5: Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated and shown on the plat designating Teepee Draw Subdivision, and recorded in Book 2, at Page 47 of the Records of Converse County, Wyoming.

6: Nuisances:

No noxious, offensive trade or activity, or commercial, industrial, or professional business or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7: Temporary Structures:

No structure of a temporary character, including trailers, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently. All construction shall be new and no existing structure shall be moved from any other location to any site in this subdivision.

8: Signs:

No sign of any kind shall be displayed to the public view on any lot except one sign of no more than five square feet advertising the property for sale or rent when necessary, or signs used by a building contractor to advertise the property during the construction and sales work period.

9: Oil and Mine 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 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. Grantors expressly reserve the right of ingress and egress for mineral development.

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. Rubbish, trash, garbage, or other waste shall not be kept except in a commercial sanitary container or containers with lids and handles, not to exceed 30 gallons for each container. All incineration or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition out of sight and off the street, except on regular pick up days for the removal of the same.

- 12: Yard fences, wall, or hedges may extend only from the rear of the lot to the front of the house thereon, and there shall be no front yard fencing, walls, or hedges.
- 13: No antenna or aerial used for television, radio, or any other purpose, shall be more than nine feet in height above the roof line of individual residences unless approved by the architectural committee in writing.
- 14: No individual sewage disposal system, cesspool, or septic tank shall be permitted on any building site.
- 15: Each dwelling built on this subdivision shall be equipped with a garbage disposal.
- 16: No dwelling shall be erected, placed, or altered on any premises in said subdivision until the building plans, specifications, and plot plans, showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development as to location of the building with respect to topography and finished ground elevation, by the architectural committee. The architectural committee shall be composed of three members, each member to qualify shall be an owner of record of one lot of more in the subdivision. Said architectural committee now designated shall be composed of Joseph W. Popp, Weston L. Potter, and B. E. Elwood, or by a representative designated by a majority of the members of said committee. In the event the committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event of a vacancy in the architectural committee, such vacancy shall be filled by a person appointed and agreed upon by the other two members of the committee. The members of the architectural committee shall not be entitled to any compensation for services performed pursuant to this covenant.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded. After such time said covenants shall be automatically extended for a successive period of 10 years, or by agreement of owners of lots in said subdivision.

It is expressly understood that the covenants herein may be amended and changed by any instrument signed by two-thirds or more of the owners of the lots agreeing to such change.

Enforcement shall be through the architectural control committee or by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, or to restrain violation or to recover damages.

The architectural control committee shall make decisions on such matters not clearly defined by these covenants, or such matter appertaining to the ultimate development of the subdivision. Such decisions will be given no later

