

ACCOLA ADDITION

MAP OF THE
TOWN OF LANDER, FREMONT COUNTY, WYO.

CERTIFICATE OF CORRECTION

I, the undersigned, being an authorized officer of the State of Wyoming, do hereby certify that the foregoing plat of the Accola Addition, in Fremont County, Wyoming, as shown on the face hereof, was duly adopted by the Board of Commissioners of said County, and that the same is correct in all particulars, and that the same has been approved by the State Engineer of said State, and that the same is now a part of the public records of the State of Wyoming. Witness my hand and the seal of said State, at Cheyenne, Wyoming, this 28th day of October, 1913.

John W. Lusk
Governing Officer of the State

STATE OF WYOMING
COUNTY OF FREMONT
I, the undersigned, being an authorized officer of the State of Wyoming, do hereby certify that the foregoing plat of the Accola Addition, in Fremont County, Wyoming, as shown on the face hereof, was duly adopted by the Board of Commissioners of said County, and that the same is correct in all particulars, and that the same has been approved by the State Engineer of said State, and that the same is now a part of the public records of the State of Wyoming. Witness my hand and the seal of said State, at Cheyenne, Wyoming, this 28th day of October, 1913.

John W. Lusk
Governing Officer of the State

CERTIFICATE OF SURVEY

That the land shown on the above plat is a part of the Accola Addition, in Fremont County, Wyoming, and that the same is situated on the east side of the Carson County Road, Right-of-Way, and that the same is bounded on the north by the Carson County Road, Right-of-Way, on the east by Baldwin Court, on the south by Fremont Street, and on the west by the Carson County Road, Right-of-Way. The land shown on the above plat is divided into seven blocks, each containing multiple lots, and that the same is bounded on the north by the Carson County Road, Right-of-Way, on the east by Baldwin Court, on the south by Fremont Street, and on the west by the Carson County Road, Right-of-Way.

Witness my hand and the seal of said County, at Lander, Wyoming, this 28th day of October, 1913.

John W. Lusk
County Clerk

ATTEST:
John W. Lusk
County Clerk

APPROVED AND CORRECTED:
John W. Lusk
County Clerk

NOTED AND APPROVED:
John W. Lusk
County Clerk

MAP OF THE

TOWN OF LANDER, FREMONT COUNTY, WYO.

477

COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACCOLA ADDITION
TO THE TOWN OF LANDER, FREMONT COUNTY, WYOMING.

The following covenants, conditions and restrictions shall apply to all of the Accola Addition to the Town of Lander, as the same is described and shown on the plat thereof on file and of record in the office of the County Clerk and Ex-officio Register of Deeds of Fremont County, Wyoming.

The residential area covenants contained herein shall apply to the entire addition.

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 not to exceed one and one-half stories in height, and a private garage for not more than two cars.

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 setback line. There shall be no front yard fence.

No dwelling shall be permitted on any lot at a cost of less than \$12,500 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 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 1000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

No building shall be located on any lot nearer than 25 feet to the front line of the lot, or nearer than 25 feet to any side street line. 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

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building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. 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.

No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and cover the rear five feet of each lot.

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.

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.

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.

The architectural control committee is composed of Leona M. Accola, Stanley Chambers and Arthur E. Oeland. 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 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.

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative,

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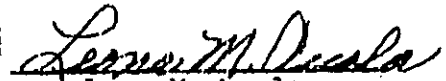
fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

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.

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.

Dated this 28 day of June, 1956.


Leona M. Accola

THE STATE OF WYOMING)
) SS.
County of Fremont)

On this 28 day of June, 1956, before me personally appeared Leona M. Accola, a single woman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day and year last aforesaid.

My commission expires May 1, 1956.


Notary Public

458632

INDEXED ✓
ABSTRACTED ✓
PHOTOSTATIC RECORDED

STATE OF WYOMING) Filed in this office
FREMONT COUNTY)
CLERK'S OFFICE) No.
for record at o'clock P.M.

Recorded
in Book 22 JUN 29 1956

a. Misc page 477
Ed. F. ...
County Clerk and Ex-officio Register of Deeds
James A. ... Deputy

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE ACCOLA ADDITION TO THE TOWN OF LANDER, FREMONT
COUNTY, WYOMING.

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

Leona M. Accola, a widow, being first duly sworn on her oath, according to law, deposes and says:

That she is the identical person who signed that certain instrument known as covenants, conditions and restrictions of the Accola Addition to the Town of Lander, Fremont County, Wyoming, on the 28th day of June, 1956, which instrument was recorded on the 29th day of June, 1956, in Book 42 of Mscl. Records at page 477, in the office of the County Clerk of Fremont County, Wyoming.

That this amendment is made, acknowledged and filed for the purpose of amending and correcting certain parts of said instrument as follows:

1. The second sentence in paragraph 6 of said instrument is hereby amended to read as follows: "No building shall be located nearer than ten feet to the property line of another, except that it may be five feet for attached garages, open porches or other permitted accessory buildings."

2. For the purpose of clarification, rear lot lines of lots within the Accola Addition shall be established as follows: The rear lot lines of all lots in Block 7 shall be the lot lines running parallel to Parks Avenue, except that the rear lot line of Lot 13 in Block 7 shall be the northeasterly boundary line of said lot; the rear lot line of all lots in Block 4 adjoining Parks Avenue; shall be parallel to Parks Avenue, and the rear lot line of all lots in Block 4 adjoining Sixth Street shall be parallel to Sixth Street; the rear lot lines of all lots in Block 6, adjoining Parks Avenue shall be parallel with Parks Avenue, and the rear lot lines of all lots in Block 6 adjoining Sixth Street shall be parallel to Sixth Street, except that the rear lot line of Lot 9 in Block 6 shall be the northerly boundary line of said lot.

The rear lot line of all lots in Block 3 adjoining Sixth Street shall be parallel to Sixth Street, and the rear lot line of all of lots in Block 3 adjoining Seventh Street shall be parallel to Seventh Street; the rear lot line of all lots in Block 5 adjoining Sixth Street shall be parallel to Sixth Street; and the rear lot lines of all lots in Block 5 adjoining Seventh Street shall be parallel to Seventh Street; the rear lot lines of all lots in Block 2, adjoining Seventh Street shall be parallel to Seventh Street, except that the rear lot line of Lot 1 in Block 2 shall be the southeasterly boundary line of said lot; the rear lot line of Lot 4 in Block 2 shall be the northwesterly boundary line of said lot; the rear lot line of Lot 9 in Block 2 shall be the northwesterly boundary line of said lot; the rear lot lines of those lots in Block 1 adjoining Seventh Street shall be parallel with Seventh Street; the rear lot lines of all other lots in Block 1 shall be parallel with Carson Avenue.

The term "parallel" as used in the preceding paragraph shall mean parallel and approximately parallel, for the reason that some of the streets on the dedicated plat as filed, are curved, and some lots are not exactly parallel with streets and avenues.

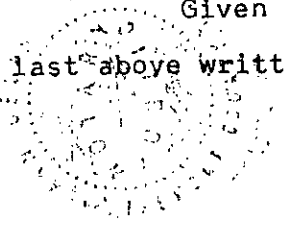
Dated this 15th day of July, 1958.

Leona M. Accola
 Leona M. Accola

STATE OF WYOMING }
 COUNTY OF FREMONT } SS.

On this 15th day of July, 1958, before me personally appeared Leona M. Accola, a single woman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day and year last above written.



Anne C. O'Leary
 Notary Public

My commission expires May 1, 1960.

CONSENT TO AMENDMENT AND CORRECTION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE ACCOLA ADDITION
TO THE TOWN OF LANDER, FREMONT COUNTY, WYOMING.

We, the undersigned, being the owners and/or spouses
of the owners, of lands in the Accola Addition to the Town of
Lander, Fremont County, Wyoming, do, each for himself, certify:

1. That we have read the above and foregoing amendments
signed by Leona M. Accola, and each of us do hereby consent and
agree to the amendment as stated therein.

Hysler Runyan

Ann Oeland

Mae Runyan

Arthur Oeland

Christine L. Breece

Edw. J. Breece

James E. Guschewsky

Stanley Freedman

Alice M. Guschewsky

~~Elizabeth Freedman~~

Henry M. Scanlon

Ralph H. Thurston

Georgia L. Scanlon

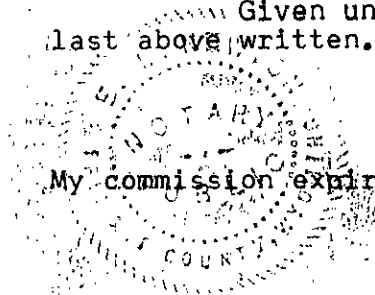
Ernestine M. Thurston

STATE OF WYOMING }
COUNTY OF FREMONT } SS.
14th

On this ~~XXXX~~ day of August, 1958, before me personally
appeared Hysler Runyan, Mae Runyan, Christine L. Breece, Edw. J.
Breece, James E. Guschewsky, Alice M. Guschewsky, Henry M. Scanlon,
Georgia L. Scanlon, Stanley Freedman, Elizabeth Freedman, Ralph H.
Thurston, Ernestine M. Thurston, Arthur E. Oeland and Ann Oeland, to
me known to be the persons described in and who executed the
foregoing instrument, and acknowledged to me that they executed the
same as their free act and deed.

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

My commission expires April 1, 1962



E. L. Newton
Notary Public

INDEXED
ABSTRACTED
PHOTOSTATIC RECORDED

STATE OF WYOMING } Filed in this office
FREMONT COUNTY } No. 501327
CLERK'S OFFICE }
for record at o'clock P.M.

Recorded
In Book 6, Page 14 1958

By William P. ... Deputy
County Clerk and Ex-officio Register of Deeds