

DECLARATION OF PROTECTIVE COVENANTS
Lots 1 thru 7, Block 1, Lot 1, Block 2, and ALL of Blocks 6,5,3,4
FOREST PARK FIRST ADDITION
 City of Riverton
 Fremont County, Wyoming

ANICON, INC.

to

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Anicon, Inc., a Wyoming Corporation, being the present owners of the Forest Park Addition to the City of Riverton, Fremont County, Wyoming, do hereby covenant and agree that all of said blocks in said Addition and all of said lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained with the declaration of protective covenants, and they do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by them shall be subject to covenants and restrictions hereinafter set forth.

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 remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage that is attached to the dwelling. No building of any kind shall be moved onto the above tracts. All construction shall be new.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than \$40,000.00, based upon cost levels prevailing at 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 dwelling size. The ground floor areas of the main structures are as follows: one story dwelling, not less than 850 sq. ft.; one and one-half story dwelling, not less than 1,000 sq. ft.; and for a two-story dwelling, not less than 1,400 sq. ft.

Fremont County: Wyo. No. **970360**
 Recorded

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 12 o'clock *M* James A. Farthing
 County Clerk

4. **BUILDING LOCATION.** No building shall be located on any lot nearer than the city code allowance on side yards and city code allowance on setback line at the front of the lot.

5. **NUSIANCE.** No obnoxious, offensive, or commercial activity shall be carried on upon any lot within the subdivision.

6. **TEMPORARY STRUCTURES.** No structures of a temporary character, except for a lumber shed, shop, shall be used on any lot at any time. Such temporary lumber shed etc. can only be used during the construction period.

7. **FENCES.** Yard fences may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing, walls, or hedges.

8. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except cats, dogs, or other household pets provided they are not kept, bred, or maintained for any commercial purposes.

9. **EASEMENTS.** Easements for installation and maintenance of utility and drainage facilities are reserved, along the rear of all lots and along the side of certain lots, as shown on the recorded plat as easements.

10. **MEMBERSHIP.** The architectural control committee is composed of Roberto L. Owens, C. G. Owens of Riverton, Wyoming. In the event of death or resignation of any member of the committee, the remaining member of the committee 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.

11. **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 any proposed building plan, shall not in any way relieve the owner or the builder from its legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

12. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from a period of thirty-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.

13. **ENFORCEMENT.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain activity of violation or to recover damages.

14. SEVERABILITY. Invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

SIGNED AT RIVERTON, Wyoming This 15th day of March, 1978.

ANICON, INC., A Wyoming Corporation

C.G. Owens
C.G. Owens President

Roberta L. Owens
Secretary

State of Wyoming)
County of Fremont) SS:

On this 15 day of March, 1978, before me personally appeared C.G. Owens, to me personally known, who being by me duly sworn, did say that he is the President of Anicon, Inc. and the seals affixed to said plat and dedication are the corporate seals of Anicon, Inc. and that said plat and dedication has been made by authority of the Board of Directors and said President acknowledges that said plat and dedication was made for and behalf of said Corporation.

William R. ...
Notary Public

1979
Expires

...
Incorporated

SIGNED AT RIVERTON, Wyoming This 15th day of March, 1978.