

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, marital status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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MISC.

**PROTECTIVE COVENANTS**

**Part A. Preamble**

Dated: May 1, 1961. These Protective Covenants are for Foot Hills Park, an Addition to the City of Buffalo, Wyoming, and apply to each lot, numbers one through fourteen in said Addition.

**Part B. Area of Application**

Fully-protected Residential Area. The residential area covenants in Part C in their entirety shall apply to Foot Hills Park Addition, Buffalo, Wyoming.

**Part C. Residential Area Covenants**

C-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 for not more than two cars.

C-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. Yard fences, wall, or hedges may extend only from the rear of the lot to the rear of the house thereon, and there shall be no front yard fencing, walls, or hedges.

C-3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$14,500.00 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 not be less than 1,000 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story. All construction shall be new, nor shall any building or buildings be moved from another location to any lot in the subdivision.

By \_\_\_\_\_  
30378  
at 9: AM, and was duly recorded  
Register of Deeds  
Deputy

**C-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 shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. In the event a house is turned on a corner lot to face the side street, the minimum setback from the front and side lot lines shall be 25 feet each.
- (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 15 feet to the rear lot line, except in the case of lots 10 and 11 where no dwelling shall be located nearer than 10 feet to the rear lot line.
- (c) 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.

**C-5. Lot Area and Width.** No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

**C-6. Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side five feet of all interior lot sides. 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.

**C-7. Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

**C-8. 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.

**C-9. Rental Units.** No basement shall be converted into separate living quarters for the purpose of a rental unit.

C-10. Signs. No sign of any kind shall be displayed to the public view on any lot 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. One permanent sign may be permitted at the entrance of the Addition for the purpose of naming the Addition.

C-11. 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.

C-12. 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.

C-13. 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.

Part D. Architectural Control Committee

D-1. Membership. The Architectural Control Committee is composed of: Everett B. Eisler, Route #1, Buffalo, Wyoming  
Mal D. Wyman, 239 So. Wyoming St., Buffalo, Wyo.  
C. W. Baum, 127 So. Main, Buffalo, Wyoming

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.

D-2. 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 after plans and specifications have been submitted to it, the failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

Part E. General Provisions.

E-1. 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.

E-2. 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.

E-3. 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.

Part F. Attest. Dated: May 1, 1961

Signed:

*[Signature]*  
*[Signature]*