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BOOK 690



THE STATE OF WYOMING)
COUNTY OF LARAMIE) SS.

GRANDVIEW ESTATES, INC.

TO THE PUBLIC:

Dated: 12/17/60

DECLARATION OF PROTECTIVE
COVENANTS

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

Grandview Estates, a resubdivision of the North 547 feet of Tract 12, Good Realty Tracts, Second Filing, Laramie County, Wyoming.

do hereby make this declaration of protective covenants applicable to all said described property.

1) No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot, other than one-family dwellings not to exceed two stories in height and a private garage for not more than two cars.

2) 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 location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be moved from another location to any site within this subdivision. 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.

3) No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 900 square feet or 720 square feet in a story and one half structure with 1,000 square feet of finished living area, or 530 square feet in a two story structure with 1,000 square feet of finished living area, and all structures shall be constructed of at least 20% brick, masonry or comparable building material.

4) No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line, and 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 building located 45 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In the event that a house is turned on a corner lot to face the side street, the set back at the front of the lot shall be 25 feet, and the set back line on the side street shall be 25 feet. For the purpose 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.

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



- 5) No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.
- 6) Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 7) 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 a nuisance to the neighborhood.
- 8) No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer be permitted to remain on any lot.
- 9) No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any lot, providing they are not kept, bred or raised for commercial purposes.
- 10) The architectural control committee is composed of the following persons: James P. Federer, Melvin V. Federer and Walter C. Urbigit, Jr. 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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then 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 to restore to the committee any of the powers and duties.
- 11) The Committee's approval or disapproval as required by 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, 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.
- 12) 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.
- 13) In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a lot or lots in the area to maintain an action in law or equity against the person or persons so violating the covenants in order to restrain or enjoin the violation thereof.

BOOK 600



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

15) 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.

16) Entire property described is zoned as Residential "A".

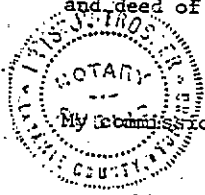
GRANDVIEW ESTATES, INC.

By James P. Federer
President

Attest: [Signature]
Secretary

THE STATE OF WYOMING))
) SS.
COUNTY OF LARAMIE))

On this 7th day of June, 1960 before me appeared James P. Federer, to me personally known who, being by me duly sworn (or affirmed), did say that he is the President of Grandview Estates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors and said James P. Federer acknowledged said instrument to be the free act and deed of said corporation.



J. J. Thosper
Notary Public

My Commission expires Feb. 11, 1963