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RECORDED FEB 20 1970 AT 3:42 O'CLOCK PM
190662
RECEPTION NO. JOHN E. HUISMAN, Recorder

BOOK 903

DECLARATION OF PROTECTIVE COVENANTS

Febr. 20th 1970

MARIE MERRITT, ORLENE MILLS, et al

to

THE PUBLIC:



KNOW ALL MEN BY THESE PRESENTS: That Tracts 1, 12, 13, 14, 15, 16, 17, 18 and 19 lying in Montclair, a subdivision of part of Section 17, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Marie Merritt, Orlene Mills and each of the undersigned owners do hereby warrant, and agree that any subsequent grants of any tracts shall be made subject to the following covenants and restrictions.

1. No tract shall be used except for residential purpose except as to Tract 1. No structure shall be erected, altered, placed or permitted to remain on any portion of said tracts of less than one acre other than one detached single-family dwelling and a private garage for not more than two cars and a barn and corral for horses which are to be kept for recreational purposes only.

2. No dwelling shall be constructed which shall contain a habitable floor area on the ground floor, exclusive of basements, porches and garages, of less than 1200 square feet; and no dwelling erected thereon is to have a valuation of less than \$15,000.00, and finished on the outside. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision. No structure or facility, other than a dwelling constructed in keeping with the covenants herein, shall be used as a residence either temporarily or permanently.

3. No building shall be erected on any residential tract or any portion thereof of less than one acre, nearer than 30 feet to the front tract line, nor nearer than 15 feet to the side lines thereof, and a detached garage shall be 30 feet or more from the front tract line.

4. Easements for installation and maintenance of utilities of minimum width are reserved.

5. No business or trade, except as to Tract 1, shall be carried on upon any tract, nor shall any noxious, illegal or offensive activity be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No sign of any kind shall be displayed to the public view on any tract 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 the builder to advertise the property during the construction and sales period.

7. No animals, livestock or poultry of any kind, except dogs and cats, shall be raised, bred or kept on any tract except that dogs, cats, horses or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes except dogs and cats. Dogs shall not be allowed to run loose as a nuisance.

8. No individual sewage disposal system shall be permitted on any tract unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.

9. No tract shall be used or maintained as a dumping ground for rubbish or junk, such as old cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

10. 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 10 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 tracts has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.

12. 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 force and effect.

Dated this 21 day of February, 1970.

Oriene Mills
Oriene Mills

Marie Merritt
Marie Merritt

STATE OF WYOMING }
COUNTY OF LARAMIE } SS:

The foregoing instrument was acknowledged before me this 21 day of February, 1970. Witness my hand and official seal.



Richard Stephens
Notary Public