MANOR HEIGHTS, BLOCKS 1 THROUGH 14, A SUBDIVISION OF A PORTION OF THE NW\*SE\*, SW\*SE\*, SE\*SE\*, ALL IN SECTION 11, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING.

BUILDING RESTRICTIONS

WHEREAS, Manor Heights Development Co. is the owner of all of the lots in Blocks numbered 1 through 14 of Manor Heights, a Subdivision in Natrona County, above described, and desires to establish in said subdivision an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and such home owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner;

NOW, THEREFORE, in consideration of the premises, the undersigned, Manor Heights Development Co., does hereby impose upon the lots and blocks of said Manor Heights, Blocks numbered 1 through 14 inclusive, a Subdivision of Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

a. Upon any lot in said Manor Heights, Blocks numbered 1 through 14, no structures shall be erected, altered, placed, or permitted to remain on any residential building lot, other than one detached single-family dwelling, not to exceed one and one-half stories in height, split-level, and two stories on a tri-level house, and a private garage for not more than three cars. Tract "A" use shall be restricted as above or may be used for park or church purposes.

b. 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. No building shall be located nearer than 5 feet to an interior lot line, except that a 3-foot side yard shall be required for a garage or other permitted accessory building located 25 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 purposes 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. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be not less than the setback of the adjoining house, and the setback line on the side street shall be 25 feet. All construction shall be new and no building shall be moved from outside said subdivision and placed on any lot therein.
No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet, or a width of less than 60 feet at the front building setback line.

No store, shop, repair shop, storage, or repair garage, restaurant, dance hall, or other public place of amusement or any business or commercial enterprise shall be carried on or conducted upon any lots in said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract, 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.

(1) No lot and dwelling costing less than $13,500 according to cost analysis of the Federal Housing Administration as of June 1, 1959, nor having a ground floor area of less than 900 square feet, shall be permitted on any lots in Blocks numbered 1 through 7 inclusive, and Lots 16-30, Block 8 of said Subdivision.

(2) No lot and dwelling costing less than $14,000 according to cost analysis of the Federal Housing Administration as of June 1, 1959, nor having a ground floor area of less than 1,000 square feet shall be permitted on any lot in Blocks numbered 9 and 10 inclusive, and Lots numbered 1-15, Block numbered 8.

(3) No lot and dwelling costing less than $15,000 according to cost analysis of the Federal Housing Administration as of June 1, 1959, nor having a ground floor area of less than 1,100 square feet shall be permitted on Lots numbered 1 through 31 in Block numbered 11 of said subdivision, nor upon Lots numbered 14 through 26 in Block numbered 12 of said subdivision.

(4) No lot and dwelling costing less than $16,000.00 according to cost analysis of the Federal Housing Administration as of June 1, 1959, nor having a ground floor area of less than 1,100 square feet, nor having less than 50 percent masonry exterior, shall be permitted on Lots numbered 1 through 13 in Block numbered 12, nor Lots numbered 1 through 26 in Block numbered 13, nor on Lots numbered 1 through 13 in Block numbered 14, of said Manor Heights Subdivision.
(5) The floor areas of residences to be constructed in said subdivision shall be exclusive of one-story open porches and garages, and the ground floor areas above mentioned, may be reduced in each of the aforementioned instances by one-third in split-level construction, and by one-half in tri-level construction, provided, however, that the total floor area in split-level and tri-level construction shall not be less than the ground floor areas above mentioned.

g. Yard fences may extend only from the rear of any lot to the rear of the house thereon and there shall be no front yard fencing. Where a house is turned on a corner lot, there shall be no fencing on either the street side or front of said house beyond the side or front of the building.

h. 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 on any lot.

i. Each dwelling site built upon in the subdivision shall have a removable underground garbage container installed in the front yard.

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

k. 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.

l. No structure shall be erected on any lot or tract in said subdivision, except that the same be first approved by the Architectural Control Committee of Manor Heights Development Co. as the same may be constituted from time to time.
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said development or subdivision to prosecute any proceeding at law, or in equity, against the person or persons violating or attempting to violate any such covenant, and either to prevent him, or them, from so doing, or to recover damages or other dues for such violation.

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.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its President, and the corporate seal affixed hereto, this 29 day of April, 1960.

ATTEST:
Signature Illegible
Secretary

MANOR HEIGHTS DEVELOPMENT CO.

BY: CURTIS L. HARDEN

STATE OF WYOMING )
) SS
COUNTY OF NATRONA )

On this 29 day of April, 1960, before me personally appeared CURTIS L. HARDEN, to me personally known, who, being by me duly sworn, did say that he is the President of Manor Heights Development Co., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said CURTIS L. HARDEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notorial seal this 29 day of April, 1960.

R. M. FORRISTER
Notary Public

My Commission expires:
February 9, 1962
May