

P R O T E C T I V E C O V E N A N T S

THESE COVENANTS made and entered into by and between all persons now owning any right, title, interest or equity in and to any part of the tract of lands described as follows, to-wit:

All of Block Four (4) being lots one (1) to eighteen (18) inclusive, and the South one-half ( $\frac{1}{2}$ ) of Block Three (3) being Lots Ten (10) to Eighteen (18) inclusive, all in Cary addition to the Town of Powell, Park County, Wyoming in Lot 75N, T. 55 N., R. 99 W.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said Covenants shall be automatically extended for successive periods of 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 situated in said development or subdivision to prosecute any proceedings 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.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Garnet L. Cary and Alvin Cary and the then duly appointed Building Inspector of the Town of Powell, or by a representative designated by a

majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1958. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any side street line; except that on all building plots abutting two streets (corner lots), no building shall be located nearer than twenty-five (25) feet to the front lot line nor nearer than twenty-five (25) feet to any side street line. No building, except a detached garage or other outbuilding located fifty (50) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line. The minimum distance main building to rear lot line shall be Fifteen (15) feet. No residence or attached appurtenance shall be erected on any lot farther than fifty (50) feet from the front lot line.

D.- No residential structure shall be erected or placed on any building plot, which plot has an area of less than eight thousand five hundred forty (8540) square feet or a width of less than sixty (60) feet at the front building setback line.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. 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.

G. No dwelling costing less than six thousand dollars (\$6,000.00) shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than seven hundred and fifty (750) square feet in the case of a one-story structure nor less than six hundred and fifty (650) square feet in the case of a one and one-half story structure. All buildings shall be new construction.

IN WITNESS WHEREOF they have hereunto set their hands this 30th day of September, 1948.

Garnet L. Cary  
Alvin Cary  
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\_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Kenneth Johnson  
\_\_\_\_\_

THE STATE OF WYOMING )  
                                  ) ss  
County of Park            )

On this 30 day of September, A. D., 1948, before me personally appeared  
Garnet L. Cary & Alvin Cary  
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to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wives having been by me first fully apprised of their right and the effect of signing and acknowledging the said instruments.

Given under my hand and Notarial seal the day and year above written.

My commission expires Sept. 1, 1951

Kenneth Johnson  
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Notary Public

Filed for record at 3:25 o'clock P. M. Sept. 30, 1948

Eva E. Larson, County Clerk and Ex. Officer, Registrar of Deeds  
Reception No. 65220