358343

The undersigned, Robert G. Wenger and Collect

and wife, and John T. Young and Jerri L. Young, husband and with being the fee cwners of the following described real property:

East helf of Section 33 in Township, 50 North, Range

nereby make the following declarations as to limitations, restrict tions and uses to which the lots constituting the said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land above described, as provided by law, and shall be binding upon all parties and all personal claiming under them, and for the benefit of and limitation, of the ure covers in said subdivision, or present owners consenting the table theory signatures being affixed thereto.

- poses. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or dual family dwelling hot to exceed two and one-half stories in height, and a private garage for not more than two cars.
- nultiple Family dwellings may be constructed in the area adjoining the 4-J road, so long as it is within 1,000 feet of said 4-J road.
- (b) Provided, further, a businest office, or a how tipe business, such as a heauty shop, may be casted in a dwelling of Attached thereto, without being a violation. No commercial of industrial type business, however, shall be conducted on said pro-
- structure for the care of livestock, so long as the same is built and maintained in a manner to conform to the other construction the tract or lot and not decreciate the use or value of the other knowledge in the area.
 - 2. No swelling shall be permitted on any lot at a cos-

exclusive of one story open porches and garages, shall not be less than 1,000 square feet for a one story dwelling, nor more than 800 square feet for a dwelling of more than one story.

- 3. No building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line.
- (a) No building shall be located nearer than five feet to an interior line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot lines.
- (b) For the purposes of this covenant, the steps, eaves and open porches shall not be considered as a part of a building, provided, however, that they shall not be construed to permit any portion of a building on a lot to encroach upon another lat.
- 4. No dwelling shall be erected or nleded or the or having a width of less than 70 feet at the minimum cally back line, nor shall any dwelling be erected or placed the having an area of less than 7,000 square feet.
- on upon any lot nor shall anything be done thereon this or may become an annovance or nuisance to the neighbors.
- 6. Any livestock, noultry or other animals the live teckept in an area which adequately fenced will keep the area than the owners area, and the premises must be kept in a pleasure sentary condition, so as to not be offensive to adjoining owners.
- 7. No lot shall be used or maintained as a numerial most of ground for rubbish. Trash, sarbase 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 clean and sanitary.
- 8. No individual seware disposal system shall no tarmitted on any lot, unless such system has been desirand, or traand constructed in accordance with the requirements, of the order are recommendations of the Wyoming Public Health Department.
- 9. These covenants are to run with the land over the be binding on all parties and all persons claiming under the 20

specified of 30 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 rajority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

10. Enforcement shall be by the proceedings at law or inequity against any person or persons violating or attempting to miplate any covenants either to restrain violation or to recover damages.

Later this day of	1971.
Jan States	Robert G. Wenger
John Joung	
	S. office.
(CTTT) 3s.	
	as acknowledged before me this
1971.	en e
The little of the hand and official	al seal.
The Courts of exetres:	
1973	Motary Public
Jen & Cook	Parothy Virginia Cook
severi d. alot	John Ti Red by MA
Lang De Suchar	
STATE OF WYOMING (ss. 32.3.23) Campbell County	
Filed for record this 4th day of February A. D., 19.72 at 9:04, o'clock A. M. and re- corded in Book 235 of Photos	
County Clerk and Ex-Officio Register of Deeds	program of
Ву	- J

- The market one

Book 263 of PHotos, Page 176.

AFFIDAVIT CORRECTING RESTRICTIVE COVENANTS

STATE OF WYOMING) s County of Campbell)

west in the state of the

Comes now Robert G. Wenger, and being first duly sworn upon his oath, and states and alleges as follows:

That on or about the 2nd day of February, 1972, the undersigned Robert G. Wenger, together with his wife, Collette L. Wenger, Claud L. Ellison and Marlene Ellison, husband and wife, and John T. Young and Jerri L. Young, husband and wife, did execute a set of restrictive covenants applicable to the lands in the ElsWa of Section 33 in T50N, R72W of the 6th P.M., Campbell County, Wyoming, which lands had all been owned by the undersigned, Robert G. Wenger and his wife: that the last above described land had also been platted and the undersigned caused the plat dated February 2, 1972 to be during filed in the office of the County Clerk of Campbell County, Wyoming, on the 4th day of February, 1972 and can be found in Book 1 of Plats at page 109, and

WHEREAS, said lands are now described as the Westridge Subdivision of Campbell County, Wyoming;

That, in making the restrictive covenants, there was a typomraphical error made in that the description appeared as the E'₂ of
Section 33 instead of the E'₂SW'₄ of Section 33 in T50N, R72W, 6th P.M.,
Campbell County, Wyoming; and it being a matter of record and in truth
and in fact that the undersigned nor any of the other owners have any
claim, right, title or interest to the E'₂ of Section 33 in T50N, R72W
of the 6th P.M., Campbell County, Wyoming, and therefore these restrictive covenants were clearly intended by the parties to apply
to the lands which they owned in the E'₂SW'₄ of Section 33, T50N, R72W.
6th P.M., Campbell County, Wyoming;

That, further, all persons signing the restrictive covenants

obtained abstracts to the respective properties in the East of

said Section 33, T50N, R72W of the 6th P.M., Campbell County, Wyoming,
and all subsequent purchasers of property in the Westridge Subdivision
or in the described property, purchased their land with knowledge and
profunctive of the restrictive covenants, and which restrictive covenants have in each case appeared in the abstracts of title furnished
to the purchasers.

That, in view of the above, the undersigned Robert G. Wender states and alleges that the restrictive covenants heretofore filed on the 4th day of February, 1972 in Book 235 of Photos on page 546 in the office of the County Clerk of Campbell County, Wyoming, should be considered as amended and corrected, making the same applicable only to the ElsSW1 of Section 33, TSON, R72W, 6th P.M. Carreell County, Wyoming, also known as the Westridge Subdivision, and the same restrictive covenants should hereafter in no way constitute and two of a restriction or matter affecting the title in the Els of Section 33.

TSON, R72W, 6th P.M., Campbell County, Wyoming.

Further Deponent sayeth not.

IN WITNESS WHEREOF I have hereunto set my hand this it day of February, 1973.

STATE OF WYOMING)
)ss.
County of Campbell)

The afore described instrument was acknowledged to the re-rethis 26 day of 15 kirusa, 1073.

Witness my hand and official scal.

Notary Paint

County of State 2 Stat

STATE OF WYOMING
Campbell County
Filed for record this. 26th
A. D., 19 73 at 2:24 o'clock
corded in Book 263 of Photos
on page 176 Fees 8 3,00

County Clerk and Excittion Register of De de By Deputy