

343

RESTRICTIVE COVENANTS

The undersigned, Robert G. Wenger and Collette [redacted] husband and wife, [redacted]

[redacted] Claude L. Ellison and Marlene Ellison, husband and wife, and John T. Young and Jerri L. Young, husband and wife,

being the fee owners of the following described real property,

East half of Section 33 in Township 50 North, Range 72 West of the 6th P.M., Campbell County, Wyoming

hereby make the following declarations as to limitations, restrictions 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 persons claiming under them, and for the benefit of and limitation of all future owners in said subdivision, or present owners consenting thereto by their signatures being affixed thereto.

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

(a) Provided, however, that apartment houses or multiple 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 business office, or a home-type business, such as a beauty shop, may be located in a dwelling attached thereto, without being a violation. No commercial or industrial type business, however, shall be conducted on said property.

(c) That any tract or lot may also have a barn or structure for the care of livestock, so long as the same is built and maintained in a manner to conform to the other construction on the tract or lot and not depreciate the use or value of the other property in the area.

2. No dwelling shall be permitted on any lot at a cost less than \$10,000. The ground, for area of the main structure

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 lot.

4. No dwelling shall be erected or placed on a lot having a width of less than 70 feet at the minimum side lot back line, nor shall any dwelling be erected or placed on a lot having an area of less than 7,000 square feet.

5. No noxious or offensive activities shall be conducted on upon any lot nor shall anything be done thereon which or may become an annoyance or nuisance to the neighborhood.

6. Any livestock, poultry or other animals shall be kept in an area which adequately fenced will keep the same within the owners area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining owners.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage 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 sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under the same.

obtained abstracts to the respective properties in the E $\frac{1}{2}$ SW $\frac{1}{4}$ 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 prof. notice 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 540 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 E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33, T50N, R72W, 6th P.M., Campbell County, Wyoming, also known as the Westridge Subdivision, and the said restrictive covenants should hereafter in no way constitute any form of a restriction or matter affecting the title in the E $\frac{1}{2}$ of Section 33, T50N, R72W, 6th P.M., Campbell County, Wyoming.

Further Deponent sayeth not.

IN WITNESS WHEREOF I have hereunto set my hand this 26 day of February, 1973.

Robert G. Wender

Notary Public

STATE OF WYOMING)
)ss.
County of Campbell)

The afore described instrument was acknowledged by me on this 26 day of February, 1973.

Witness my hand and official seal.

Robert G. Wender

Notary Public



STATE OF WYOMING)
Campbell County)ss.
Filed for record this 26th day of February
A. D. 19 73 at 2:24 o'clock P. and is
recorded in Book 263 of Photos
on page 176 . Fees \$ 3.00
County Clerk and Ex-Officio Register of Deeds
By *Janice L. ...*
Deputy