

AGREEMENT FOR BUILDING RESTRICTIONS

We, the undersigned, owners of real property in Campbell County, Wyoming, more particularly described as follows, to-wit:

Lots 1 through 5, and Lots 11 through 24, Block 1; Lots 1 through 4, and Tract B of Block 2; and Lots 1 through 4 and Tract A of Block 3, Dye Addition to the Town of the City of Gillette, Campbell County, Wyoming,

for the purpose of maintaining fair and adequate property values in said addition as a desirable residential part of this city, in consideration of our mutual interests as owners of real estate in said addition, do hereby covenant and agree with one another as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling or one semi-detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three automobiles.
2. All improvements or construction shall conform to the requirements of the building and zoning regulations of the Town of the City of Gillette, Wyoming.
3. No store, shop, repair shop, storage or repair garage, restaurant, dance hall or other public place of amusement or any other similar business shall be carried on or conducted upon any of the above named lots or tracts, nor shall anything be done on any of said lots or tracts which may be an annoyance or nuisance to the neighborhood.
4. No dwelling costing less than \$10,000.00 which shall have been built or constructed after January 1, 1960, shall be permitted on any lot or tract within the said addition. The ground floor of main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet.

Any deed, lease, conveyance or contract made in violation of this agreement shall be void and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators or assigns shall be deemed parties to the same effect as the original signers.

These covenants shall be binding on all of the administrators, executors, heirs, representatives, agents and assigns of all the parties hereto and this contract constitutes mutual covenants running with the land all successive future owners shall have the same right to invoke and enforce its provisions as the original signers hereto. This contract shall take effect and be in full force when executed and shall continue in force until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the above described lots and tracts it is agreed to change said covenants in whole or in part.

In the event that any of the covenants herein contained in this contract are declared null and void by judicial determination the remaining covenants shall continue to be in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 8th day of December, 1960.

Norman B. Kenitzer  
Norman B. Kenitzer  
Deloris C. Kenitzer  
Deloris C. Kenitzer  
O. H. Kenitzer  
O. H. Kenitzer  
Beryl Kenitzer  
Beryl Kenitzer  
Lydia A. Dye  
Lydia A. Dye, a single woman

STATE OF WYOMING )  
County of Campbell )ss.

On this day before me personally appeared Norman B. Kenitzer and Deloris C. Kenitzer, O. H. Kenitzer and Beryl Kenitzer, and Lydia A. Dye, a single woman, personally known to me to be the persons described in and who executed the foregoing instrument and who acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal this 8th day of December, 1960.

My Commission expires:  
September 29, 1964.

John P. Luby  
Notary Public