

RESTRICTIVE COVENANTS

THIS AGREEMENT made by and between the undersigned owners of lands hereinafter described, on the date last hereinafter mentioned,

WITNESSETH:

WHEREAS the undersigned parties own all of the lots in the First Extension of the Westridge Subdivision plat on file in the County Clerks office at Campbell County, Wyoming, but their ownership of the various lots are separate, divided and distinct as appears of record in the County Clerks Office at Campbell County, Wyoming, except Lots 18, 36 and 37;

AND WHEREAS the said owners desire to create restrictive covenants in addition to those covenants shown on the subdivided plat of the First Extension of the Westridge Subdivision as hereinafter set forth.

NOW THEREFORE, in consideration of the covenants herein made by and among the undersigned parties each to each other and for the benefit of each and all of them, their heirs and assigns, the parties covenant and agree to and with each other to add to the nine (9) restrictive covenants shown on said First Extension of the Westridge Subdivision the following restrictions numbered 11, 12 and 13 which shall be covenants running with the lands hereinafter described, binding the parties signatory hereto and all persons claiming under them and for the benefit of and limiting of all future owners in said subdivision and the parties' heirs, executors, administrators and assigns, to-wit.

11. No mobile home or homes shall be located upon the lands hereinafter described or trailer houses and all buildings constructed on any of said lands shall be built upon footings and foundations of masonry or concrete and shall be constructed of all new materials.

12. No dwelling house upon the lands shall be constructed at a cost of less than \$25,000.00.

13. No livestock shall be harbored or maintained upon any of the premises, such as horses, cattle, sheep, swine or goats, but this restriction does not pertain to small pets such as dogs and cats.

THE LANDS subject to said restrictions are all of the First Extension of the Westridge Subdivision, being lots 17 to 69 inclusive, except Lots 18, 36 and 37.

IN WITNESS WHEREOF the parties have signed their names, binding themselves, their heirs, executors, administrators and assigns this 31st day of ^{May} ~~May~~, 1974.

Robert Glenn Wenger

Leslie L. Wenger

Ralph E. Spitzer

Gene A. Spitzer

Juanita S. Butcher

Stanley M. Butcher

W. Burnett

Betty Burnett

Larry E. Deedor

Senado

John M. Larson

Curtis R. Larson

Beth E. Jensen

W

M. Hale Krensch

Dale Jensen

May L. Chance

Ray D. W. Conrack

Brunette Ann Jensen

Richard Chance

Ronald L. W. Conrack

STATE OF WYOMING }
County of Campbell } SS.

AFFIDAVIT

I, Robert Glenn Wenger a/k/a Robert G. Wenger, Original Subdivider of this First Extension of the Westridge Subdivision, at the date of sale of the lots, and as part of the consideration of the purchase price of the lots, presented these restrictive covenants to the buyers for their acceptance. Their signatures of the acceptance of these restrictive covenant appear above, and the foregoing restrictive covenants are binding to the parties signatory hereto, and all persons claiming under them.

Subscribed and sworn to this 4th day of June, 1974.

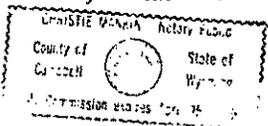
STATE OF WYOMING }
Campbell County } ss.

Robert Glenn Wenger
Robert Glenn Wenger a/k/a Robert G. Wenger

Filed for record this 4th day of June
A. D., 19 74 at 9:02 o'clock A. M. and re-
corded in Book 296 of Photos
on page 100 Fees \$ 5.25
Gronnell Hayden
County Clerk and Ex-Officio Register of Deeds
By Janet
Deputy

RECORDED
ABSTRACTED
INDEXED
CHECKED

Christa Menden
Notary Public



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WITNESSETH:

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AND WHEREAS the said owners desire to create restrictive covenants in addition to those covenants shown on the subdivided plat of the First Extension of the Westridge Subdivision as hereinafter set forth.

NOW THEREFORE, in consideration of the covenants herein made by and among the undersigned parties each to each other and for the benefit of each and all of them, their heirs and assigns, the parties covenant and agree to and with each other to add to the nine (9) restrictive covenants shown on said First Extension of the Westridge Subdivision the following restrictions numbered 11, 12 and 13 which shall be covenants running with the lands hereinafter described, binding the parties signatory hereto and all persons claiming under them and for the benefit of and limiting of all future owners in said subdivision and the parties' heirs, executors, administrators and assigns, to-wit.

11. No mobile home or homes shall be located upon the lands hereinafter described or trailer houses and all buildings constructed on any of said lands shall be built upon footings and foundations of masonry or concrete and shall be constructed of all new materials.

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THE LANDS subject to said restrictions are all of the First Extension of the Westridge Subdivision, being lots 17 to 69 inclusive, except Lots 18, 36 and 37.

IN WITNESS WHEREOF the parties have signed their names, binding themselves, their heirs, executors, administrators and assigns this 31st day of ^{May} ~~NOV~~, 1974.

Robert Glenn Wenger
Robert E. Spivack
James S. Butcher
W. Burnett
Darryl S. Decker
Keith E. Jennings
W. Hale K...
Dale Lemons
Ray E. Chenece
Lloyd H. Wise

Lois A. Wenger
Lucy A. Spivack
Marlene M. Butcher
Betty Burnett
Sandra
Carol A. Decker
...
...
...

HUSBANDS

WIVES

STATE OF WYOMING }
 County of Campbell } SS.

AFFIDAVIT

I, Robert Glenn Wenger a/k/a Robert G. Wenger, Original Subdivider of this First Extension of the Westridge Subdivision, at the date of sale of the lots, and as part of the consideration of the purchase price of the lots, presented these restrictive covenants to the buyers for their acceptance. Their signatures of the acceptance of these restrictive covenant appear above, and the foregoing restrictive covenants are binding to the parties signatory hereto, and all persons claiming under them.

Subscribed and sworn to this 31st day of June, 1974.

STATE OF WYOMING }
 Campbell County } ss.
 Filed for record this 4th day of June
 A. D., 1974 at 9:02 o'clock A. M. and re-
 corded in Book 296 of Photos
 on page 129 Fees \$ 5.25
...
 County Clerk and Ex-Officio Registrar of Deeds
 By ...
 Deputy

Robert Glenn Wenger
 Robert Glenn Wenger a/k/a Robert G. Wenger

seal. ...
 Notary Public

RECORDED
 INDEXED
 JUN 11 1974
 CHS

RESTRICTIVE COVENANTS

APPROVAL BY THE COUNTY:

The undersigned, Robert G. Wenger and Collette L. Wenger, husband and wife, being the fee owners of a portion of the following described property: S&W of Section 33, in Township 50 North, Range 72 West & 6th P.M., Campbell County, Wyoming hereby make the following covenants as to limitations, restrictions and uses to which the lots situated in the said subdivision may be put, hereby specify that said covenants shall constitute covenants to run with all of the land above listed, 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 future owners in said subdivision, or present owners consenting to by their signatures being affixed thereto.

The Campbell County Planning and Zoning Commission herewith recommends the approval of the foregoing plat this 17th day of APRIL, 1973.

Chairman Melvin E. Lynch

Secretary Rolene J. Archer

The foregoing plat is hereby approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, on this 3 day of MAY 1973.

Chairman Eric J. Johnson

Member W. B. Fitch

Member H. D. Gibbs

- 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 homestyle business, such as a beauty shop, may be located in a dwelling or attached thereto, without being a violation. No commercial or industrial type business, however, shall be conducted on said premises.
- 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.
- No dwelling shall be permitted on any lot at a cost of 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.
- 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 purpose 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 constructed to permit any portion of a building on a lot to encroach upon another lot.
- No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on a lot having an area of less than 7,000 square feet.
- No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 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.
- 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.
- 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. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period 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 majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

372708

State of Wyoming)
County of Campbell) ss

I hereby certify that the above plat was filed for record in my office at 2:22 PM'clock on this 8th day of June, 1973 and recorded in plat book number 8722 on page 116.

24 - 25.00

County Clerk
by Jeanette Dent.

