

RAINBOW ADDITION BUILDING RESTRICTIONS

WHEREAS, Economy Homes Company, a corporation, is the owner of lots number 1 to 16 Block 1 and 1 to 16 Block 2 , inclusive, in Rainbow Addition to the Town of Gillette, Campbell County, Wyoming, and desires to establish in said addition an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and each home owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner;

NOW, THEREFORE, In consideration of the premises, the undersigned Economy Homes Company, a corporation, does hereby impose upon Lots 1 to 16 Block 1 and 1 to 16 Block 2, inclusive, of Rainbow Addition to the Town of Gillette, Campbell County, Wyoming, the following protective covenants and restrictions, to-wit:

(a) Upon Lots numbered 1 to 16 Block 1, and 1 to 16 Block 2, inclusive, in said Rainbow Addition, 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 cars.

(b) No building shall be erected, placed or altered on any building plot in said addition 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 Robert Hays, Floyd Vermeule and R.W. Odell, 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, 1960. 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 line shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building shall be located on any of said lots nearer than 25 feet to the front line or either abutting street. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 3 feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

(e) No store, shop, repair shop, storage or repair garage, restaurant, dance hall or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any lots within said Lots 1 to 16 Block 1 and 1 to 16 Block 2, inclusive, in said addition, nor shall anything be done on any of said lots which may be 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 \$7,500.00 as of January 1, 1950, 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 700

square feet in the case of a one and one-half, two, or two and one-half story structure.

(h) Yard fences may extend only from the rear of any lot to the rear of the house thereon, and there shall be no front yard fencing.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, 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.

Executed this 27 day of Nov, 1950

ECONOMY HOMES COMPANY, A Corporation,

By /s/ R. W. Deell
President

Attest /s/ J. H. Vermeule
Secretary



STATE OF WYOMING)
) SS
 COUNTY OF NATRONA)

On this 29th day of November, A.D. 1950, before me personally appeared R. W. Odell to me personally known, who, having been by me first duly sworn, did say: That he is the President of Economy Homes Company, A Wyoming Corporation, the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said R. W. Odell acknowledged said instrument to be the free act and deed of said Corporation.



J. M. Thompson
 Notary Public

My commission expires: November 4, 1953

160152

*Building Restrictions
 Economy Homes Co, Inc
 To
 The Public*

STATE OF WYOMING, } ss.
 CAMPBELL COUNTY. }

Filed for record this 8
 day of Dec A. D. 1950
 at 9:30 o'clock A. M., and
 recorded in Book 6 of
Plat on page

204
Chilton
 County Clerk and Ex-Officio
 Register of Deeds.

By _____ Deputy

Fees \$ 3 15

*Recorded,
 Cable Transfered, ✓
 Indexed, ✓
 Filed,*