

RECORDED IN BOOK 169145 PAGE 169145 SWEETWATER, WYO. COUNTY CLERK

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WARRANTY DEED

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417

THIS INDENTURE, made the 4th day of May, 1956, by and between THE SUPERIOR LUMBER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Wyoming, and having its principal place of business in the County of Sweetwater, the GRANTOR, and CECIL S. JAMES, EDWIN E. JAMES, VIOLA REESE, and SAM J. PHELPS and LEAH PHELPS, husband and wife, of the County of Sweetwater, State of Wyoming the GRANTEEES, WITNESSETH:

That the grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, CONVEY AND WARRANT unto CECIL S. JAMES, an undivided 136/448 interest; VIOLA REESE, an undivided 88/448 interest; EDWIN E. JAMES, an undivided 136/448 interest; SAM J. PHELPS and LEAH PHELPS, husband and wife, an undivided 88/448 interest; in and to those certain tracts, lots, pieces and parcels of land situated in the County of Sweetwater, State of Wyoming, and described as follows, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), in Block numbered One (1), James Addition to Rock Springs, Wyoming;

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block numbered Two (2), James Addition to Rock Springs, Wyoming;

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), in Block numbered Three (3), James Addition to Rock Springs, Wyoming;

Lots One (1), Two (2), Three (3) and Four (4), in Block numbered Four (4), James Addition to Rock Springs, Wyoming;

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8), in Block numbered Five (5), James Addition to Rock Springs, Wyoming;

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8), in Block numbered Six (6), James Addition to Rock Springs, Wyoming;

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9), in Block numbered Seven (7), James Addition to Rock Springs, Wyoming;

Subject to all mining, mineral and other exceptions and reservations of record,

418

COVENANT

Subject to a perpetual easement for right of way for pole line or pole lines heretofore granted by The Superior Lumber Company to The Mountain States Telephone and Telegraph Company on the 30th day of April, 1956;

Subject to the following restrictions, reservations and covenants which are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof:

1. **LAND USE AND BUILDING TYPE.** 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-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than eight hundred (800) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

3. **BUILDING LOCATION.** No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty (40) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line, except Lot Twelve (12), Block Two (2), where the dwelling may not be located nearer than fifteen (15) feet from the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. **TERM.** 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

6. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

7. **WHO MAY ENFORCE.** The covenants herein contained are understood and agreed to be such and shall be taken and held for the benefit of all lot owners and all lot owners shall individually have the right to enforce the restrictive covenants in this instrument.

8. **CONSTRUCTION ON GREATER AREA THAN ONE LOT.** For the purposes of the foregoing, a lot shall be construed as being fifty (50) feet in width, and in the event any owner desires to use an area in excess of one lot for construction of a permitted dwelling, the restrictions as to value and distance from lot lines shall be construed to apply to said area as if it were one lot and the boundaries of said area shall be construed as the lot line.

9. **SEVERABILITY.** Invalidity 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.

IT IS HEREBY CERTIFIED WHEREOF, the grantor has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer, as shown by the foregoing.

THE SUPERIOR LUMBER COMPANY,

By Cecil S. James
President



Notary Public for Wyoming,
County of Sweetwater.

On this 7th day of May, 1956, before me personally appeared Cecil S. James, to me personally known, who, being by me duly sworn, did say that he is the President of THE SUPERIOR LUMBER COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Cecil S. James acknowledged said instrument to be the free act and deed of said corporation.

My commission expires on the 7th day of November, 1956

Given under my hand and notarial seal this 7th day of May, 1956

Edwin V. Insogna
Notary Public

