

STATEMENT OF RESTRICTIVE COVENANTS
TO RUN WITH LAND

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F. W. TANNER & HELEN BUDD TANNER, Husband & Wife, and JOHN L. TANNER & SHIRLEY TANNER, Husband & Wife, fee owners of the real estate hereinafter described, hereby make the following declaration as to limitations, restrictions and uses to which the lots herein-after described may be put, hereby specifying that said declarations shall constitute covenants to run with all of said land, and shall be binding upon all parties and all persons claiming under them, for the benefit of and limitations upon all further owners thereof, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and uses as herein specified, said real property being described as follows, to wit:

All of the re-platted North West Corner of the Town of Marbelton, Sublett County, Wyoming, according to the recorded plat thereof, and known as the TANNER ADDITION.

1. Each and every lot shall be known as a "residential lot" and no structure or structures shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single family dwelling, together with a private garage for not more than two automobiles.

2. Each such dwelling shall contain a habitable floor area (immediately above the top of foundation walls) of not less than seven hundred (700) square feet, exclusive of porches and garages.

3. No structure shall be erected, placed or altered on any such building lot until the building plans, specifications and plot plan showing the location of such structure have been approved in writing as to the conformity and harmony of external design and as to location of the structure with respect to topography and finished ground elevation and as to conformity with all of the covenants, conditions and restrictions contained herein by a representative or representatives of TANNER LAND CO., to be designated by said TANNER LAND CO. The representatives of TANNER LAND CO., shall, within thirty (30) days, or as soon thereafter as practicable, approve or disapprove any plans and specifications submitted to him in writing. The failure of such representatives to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

4. The representatives shall serve without compensation, and TANNER LAND CO., shall not be liable for actions or decisions on any matter done pursuant to the provisions hereof.

5. No structure shall be erected within this addition which does not conform with the general standards of the subdivision. Basement dwellings, garage dwellings, trailer houses, tents, outhouses, out buildings, shacks, etc., shall be prohibited. No structure of a temporary nature shall be used as a dwelling, either temporarily or permanently. All construction shall be new and no building or buildings may be moved from another location to any site within the above described lots.

6. No structure shall be erected nearer than twenty (20) feet to the Front Lot Line. No residential dwelling shall be located nearer than eight (8) feet to the side line of a residential lot on either side, provided however, one side yard may be reduced to five (5) feet provided that no living quarters of houses on adjacent lots shall be closer than fourteen (14) feet thereto. In the event a house on a corner lot is turned to face the side street, the set back shall not be less than twenty (20) feet from each street. No residential structure shall be erected on any lot which has an area of less than six thousand (6,000) square feet or a width of less than sixty (60) feet at the building front set-back line.