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BOULDER RIDGE ESTATES FIRST FILING  
RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: The undersigned, being the owners of the described land: South 1/2 and South 1/2 of the Northwest 1/4 of Section 14, Township 12 North, Range 74 West of the 6th P.M., in Albany County, Wyoming, hereinafter referred to as "Tracts," do hereby establish the following protective covenants which shall be deemed covenants running with the land and binding upon the grantees and their successors in interest.

The purpose of these covenants is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the natural environment and protect the ecology of the area, and thereby secure to each tract owner the full benefit of his respective tract.

For the purpose of these protective covenants, a tract is defined as a tract of land of not less than five (5) acres.

The protective covenants are as follows:

1. All lands covered by this deed shall be used for residential purposes only, and no commercial activity shall be conducted or permitted thereon.
2. No structure shall be erected, placed, or permitted to remain on any tract, other than single family dwellings, garage building, stables, and other structures incidental to single family residential use of the tract.
3. No outside toilets will be permitted on a tract, except for a period not to exceed ninety (90) days during the construction of a permanent dwelling house. Any temporary outside toilet used will be placed so as to be fully screened from all public roadways and shall be removed, torn down and made sanitary at the end of the ninety-day period.
4. No building shall be erected, constructed, placed, altered or retained on any of the said tracts until the plans thereof have been approved by the Architectural Control Committee.

All structures shall have an exterior surface of natural wood, masonry, stone or glass; and roof surfaces shall be wood or shake shingles or tar and gravel built up surface; except that the Architectural Control Committee may allow the use of other materials for wall and roof purposes, provided such materials are designed and located in harmony with surrounding structures and natural land features.

5. No structure of a temporary character; trailer, basement, tent or accessory building shall be used on any tract as a residence except that one camper trailer, motor home, tent or pick-up camper may occupy a tract for a period not to exceed ninety (90) consecutive days during any single calendar year. No platforms, additions or structures around any of the above will be allowed. Each dwelling must be a minimum size of 788 sq. feet outside dimensions.

6. At such time as a permanent dwelling house is built upon the tract, each owner shall be required to construct underground sanitation facilities in conformity with the laws of the State of Wyoming, and the same shall be placed upon each tract so as not to create any unsafe conditions, or create any nuisance to owners of adjoining tracts.

7. Except on tracts which may contain uncontaminated springs, or flowing streams, all water for domestic purposes shall be drawn from drilled wells. Nothing herein contained shall be construed to prevent owners of tracts from constructing common water or sanitation facilities by private agreement, so long as the same meet with these requirements and the sanitation laws of the State of Wyoming.

8. Rubbish, garbage and other waste shall be kept and disposed of in a sanitary manner. No tract or any part thereof, shall be used or maintained as a dumping ground for rubbish. Burning of trash shall be permitted only in containers designed for that purpose and at such a time of the year as it shall not constitute a fire hazard in accordance with Albany County, Wyoming, laws.

9. No inoperative automobiles, machinery or rubbish shall be placed and remain on any of the said tracts for more than 120 days unless stored or parked in a carport, garage or barn.

10. Nothing shall be done or permitted on any tract which

may become annoying or a nuisance to the surrounding area.

11. All motorized vehicles, trailbikes, and snow machines must stay within the provided easements when passing through private property.

12. Any fences must be approved by the Architectural Control Committee, and must be maintained by the tract owners and must not detract from the architectural structures and natural beauty of the terrain.

13. Any tract may be resubdivided into not less than five (5) acre tracts. If such resubdivision is done, all restrictions and covenants hereto will be applicable to the resubdivision.

14. No owner of any tract shall cut down or destroy, or permit the cutting down or destruction of any growing trees on his tract which are more than three inches in diameter when measured one foot above ground level; excepting that such trees may be removed if their location interferes with placement of permitted improvements on the tract. Dead or diseased trees of any size may be removed.

15. Notwithstanding any laws of the United States of America, or of the State of Wyoming, no owner of any tract, member of his family, or guests, shall at any time attempt the killing or capturing of any wild animals or wild birds upon any tract of land in the Boulder Ridge Estates.

16. There shall not exist on any tract at any time more than one single family dwelling.

17. No building or any part thereof, including garages and porches, barns, or other outbuildings, shall be erected on any tract closer than 50 feet to any edge of said tract, without the prior written consent of the Architectural Control Committee.

18. The elevation of a tract, or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade or surrounding tracts. No timber, rock, gravel, clay or other minerals shall be removed from any tract in any manner as to materially affect the natural aesthetic value of the tract.

19. Domestic animals and pets (horses, cattle, swine, goats, poultry, or fowl) shall be only kept or permitted on any tract for personal use or enjoyment and not for commercial purposes. They shall

be properly fenced and cared for and neither the animals nor their pens, corrals, etc. shall constitute a nuisance or hazard.

20. There are hereby reserved to grantors, for the purpose of having adequate bridle paths, roadways, and utility easements to serve each tract, a perpetual easement 10 feet in width along each edge of the herein described tracts, for the purpose of erecting, constructing, and maintaining bridle paths, roadways, and public utility facilities, both underground and overhead. Grantor hereby reserves the right to change, layout a new, or discontinue any roadway, bridle path, or utility easement, in its sole discretion, that would be beneficial in serving any tract in the Boulder Ridge Estates; provided, however, that no such change shall be made on any tract that has been sold or is under contract without the prior written consent of the owner or purchaser of the tract affected.

21. There is hereby established an Architectural Control Committee of three (3) individuals to pass upon plans and other matters as provided in these Covenants. Any decision may be made by the majority of the Committee. The original Committee shall be DREXEL H. CLOOS, DOLORES ASHEY, and HARLEIGH HONERTON. In the event of the death, resignation or inability to act of any of the members, the remaining members may select successor members.

22. Each of the covenants, conditions, restrictions and reservations set forth herein shall continue to be binding for a period of ten years, and automatically shall be continued thereafter for successive periods of ten years each; provided, however, that the owners of sixty per cent of the property which is subject to this Declaration may release all of the land so restricted from any one or more of said restrictions at the end of the first ten year period or any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the County Clerk and Recorder of Albany County, Wyoming, at least one year prior to the expiration of the first ten year period or any successive ten year period thereafter.

If the owner of any tract conveyed by Boulder Ridge Estates, or their heirs, or assigns shall violate any of the covenants or conditions hereinabove set forth, it shall be lawful for the grantor

or any other person owning a tract conveyed by Boulder Ridge Estates to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants or conditions, and either to prevent him from doing so, or to recover damages, including costs, and reasonable attorney fees, for such violation or both.

Invalidation of any 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.

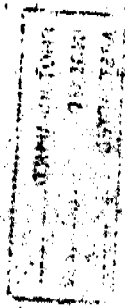
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 15th day of January, 1974. ~~XXXXXX~~

the owners of sixty per cent of all... this declaration may be... one or more of said... period of any successive ten year... and acknowledging an appropriate... for such purposes and filing the... the County Clerk and Recorder of... one year prior to the expiration... any successive ten year period...

*Drexel H. Cloos, Trustee*  
DREXEL H. CLOOS, Trustee

*Edward P. Carroll*  
PURCHASER - Edward P. Carroll

*Karen L. Carroll*  
PURCHASER - Karen L. Carroll



No. 623018 Filed for record this 14th day  
of October, 19 75, at 4:30 o'clock P.M.

BOULDER RIDGE ESTATES  
RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: The undersigned, being collectively the owners of all lands in Boulder Ridge Estates, as shown by the plat on file in the office of the County Clerk of Albany County, Wyoming, do hereby establish the following protective covenants which shall be deemed covenants running with the land and binding upon the undersigned and their successors in interest.

The purpose of these covenants is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the natural environment and protect the ecology of the area, and thereby secure to each owner the full benefit of his respective tract.

For the purpose of these protective covenants, a tract is defined as a tract of land of not less than 4.7 acres.

The protective covenants are as follows:

1. All lands covered by this deed shall be used for residential purposes only, and no commercial activity shall be conducted or permitted thereon.
2. No structure shall be erected, placed, or permitted to remain on any tract, other than single family dwellings, garage building, stables, and other structures incidental to single family residential use of the tract.
3. No outside toilets will be permitted on a tract, except for a period not to exceed ninety (90) days during the construction of a permanent dwelling house. Any temporary outside toilet

used will be placed so as to be fully screened from all public roadways and shall be removed, torn down and made sanitary at the end of the ninety-day period.

4. No building shall be erected, constructed, placed, altered or retained on any of the said tracts until the plans thereof have been approved by the Architectural Control Committee.

All structures shall have an exterior surface of natural wood, masonry, stone or glass, and roof surfaces shall be wood or shake, shingles or tar and gravel built up surface; except that the Architectural Control Committee may allow the use of other materials for wall and roof purposes, provided such materials are designed and located in harmony with surrounding structures and natural land features.

5. No structure of a temporary character; trailer, basement, tent or accessory building shall be used on any tract as a residence except that one camper trailer, motor home, tent or pick-up camper may occupy a tract for a period not to exceed ninety (90) consecutive days during any single calendar year. No platforms, additions or structures around any of the above will be allowed. Each dwelling must be a minimum size of 288 sq. feet outside dimensions.

6. At such time as a permanent dwelling house is built upon the tract, each owner shall be required to construct underground sanitation facilities in conformity with the laws of the State of Wyoming, and the same shall be placed upon each tract so as not to create any unsafe conditions, or create any nuisance to owners of adjoining tracts.

7. Except on tracts which may contain uncontaminated springs, or flowing streams, all water for domestic purposes shall be drawn



from drilled wells. Nothing herein contained shall be construed to prevent owners of tracts from constructing common water or sanitation facilities by private agreement, so long as the same meet with these requirements and the sanitation laws of the State of Wyoming.

8. Rubbish, garbage and other waste shall be kept and disposed of in a sanitary manner. No tract or any part thereof, shall be used or maintained as a dumping ground for rubbish. Burning of trash shall be permitted only in containers designed for that purpose and at such a time of the year as it shall not constitute a fire hazard in accordance with Albany County, Wyoming, laws.

9. No inoperative automobiles or machinery shall be placed and remain on any of the said tracts for more than 120 days unless stored or parked in a carport, garage or barn.

10. Nothing shall be done or permitted on any tract which may become annoying or a nuisance to the surrounding area.

11. All motorized vehicles, trailbikes, and snow machines must stay within the provided easements when passing through private property.

12. Any fences must be approved by the Architectural Control Committee, and must be maintained by the tract owners and must not detract from the architectural structures and natural beauty of the terrain.

13. Any lot in the subdivision may be re-subdivided into no more than two parts and each part must contain not less than 4.7 acres. If such re-subdivision is done, these restrictions and protective covenants will be applicable to the re-subdivided areas.

All owners must be stockholders in Boulder Ridge Estates Association, Inc. and will be subject to the Certificate of Incorporation and By-Laws of said corporation and subject to pay-

ment of assessments levied by the corporation in accordance therewith.

14. No owner of any tract shall cut down or destroy, or permit the cutting down or destruction of any growing trees on his tract which are more than three inches in diameter when measured one foot above ground level; excepting that such trees may be removed if their location interferes with placement of permitted improvements on the tract. Dead or diseased trees of any size may be removed.

15. Notwithstanding any laws of the United States of America, or of the State of Wyoming, no owner of any tract, member of his family, or guests, shall at any time attempt the killing or capturing of any wild animals or wild birds upon any tract of land in the Boulder Ridge Estates.

16. There shall not exist on any tract at any time more than one single family dwelling.

17. No building or any part thereof, including garages and porches, barns, or other outbuildings, shall be erected on any tract closer than 50 feet to any edge of said tract, without the prior written consent of the Architectural Control Committee.

18. The elevation of a tract, or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade or surrounding tracts. No timber, rock, gravel, clay or other minerals shall be removed from any tract in any manner as to materially affect the natural aesthetic value of the tract.

19. Domestic animals and pets (horses, cattle, swine, goats, poultry, or fowl) shall be only kept or permitted on any tract for personal use or enjoyment and not for commercial purposes. They shall be properly fenced and cared for and neither the animals nor their pens, corrals, etc. shall constitute a nuisance or hazard.

20. There are hereby reserved for the purpose of having adequate bridle paths, roadways, and utility easements to serve each tract, a perpetual easement 25 feet in width along each edge of each lot in Boulder Ridge Estates for the purpose of erecting, constructing, and maintaining bridle paths, roadways, and public utility facilities, both underground and overhead.

21. There is hereby established an Architectural Control Committee of three (3) individuals to pass upon plans and other matters as provided in these Covenants. Any decision may be made by the majority of the Committee. The original Committee shall be Drexel H. Cloos, Harleigh Howerton, and Dolores Ashby. In the event of the death, resignation or inability to act of any of the members, the remaining members may select successor members.

22. At least one 20 pound CO<sub>2</sub> dry chemical A B & C fire extinguisher shall be maintained in operating condition in each dwelling. Spark arrestors shall be installed on all chimneys, fireplaces, outdoor barbecues and similar structures.

23. Each of the covenants, conditions, restrictions and reservations set forth herein shall continue to be binding for a period of ten years, and automatically shall be continued thereafter for successive periods of ten years each; provided, however, that the owners of sixty per cent of the property which is subject to this Declaration may release all of the land so restricted from any one or more of said restrictions at the end of the first ten year period or any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the County Clerk and Recorder of Albany County, Wyoming, at least one year prior to the expiration of the first ten year period or any successive ten year period thereafter.

24. If the owner of any tract in Boulder Ridge Estates shall violate any of the covenants or conditions hereinabove set forth, it shall be lawful for any person owning a tract in Boulder Ridge Estates to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants or conditions, and either to prevent him from doing so, or to recover damages, including costs and reasonable attorney fees, for such violation or both.

25. Invalidation of any 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.

26. These Restrictions and Protective Covenants supersede the Restrictive and Protective Covenants attached to deeds heretofore executed by Drexel H. Cloos, Trustee.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of this <sup>14<sup>th</sup></sup> ~~16<sup>th</sup>~~ day of <sup>OCTOBER</sup> ~~April~~, 1975.

*Drexel H. Cloos*  
Drexel H. Cloos, Trustee

STATE OF WYOMING )  
                          ) SS.  
COUNTY OF ALBANY )

The foregoing instrument was acknowledged before me by Drexel H. Cloos, Trustee, this <sup>14<sup>th</sup></sup> ~~16<sup>th</sup>~~ day of <sup>OCTOBER</sup> ~~April~~, 1975.

Witness my hand and official seal.



commission expires: *January 16, 1979*

*George J. Millett*  
Notary Public

KNOW ALL MEN BY THESE PRESENTS: The undersigned, representing collectively all the owners of all lands in Boulder Ridge Estates, as shown by the plat on file in the office of the County Clerk of Albany County, Wyoming, do hereby establish the following protective covenants which shall be deemed covenants running with the land and binding upon the undersigned and their successors in interest.

The purpose of these covenants is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the natural environment and protect the ecology of the area, and thereby secure to each owner the full benefit of his respective tract.

For the purpose of these covenants, a tract is defined as a tract of land of not less than approximately 10 acres, except those tracts previously sub-divided prior to June 12, 1994.

The protective covenants are as follows:

1. All lands covered by this deed shall be used for residential purposes only, and no commercial activity shall be conducted or permitted thereon.
  2. No structure shall be erected, placed, or permitted to remain on any tract, other than single family dwellings, garage building, stables and other structures incidental to single family residential use of the tract.
  3. Temporary outside toilets will be permitted on a tract for a period not to exceed ninety (90) days during the construction of a permanent dwelling house. Any temporary outside toilet used will be placed so as to be fully screened from all public roadways and shall be removed, torn down and made sanitary at the end of ninety-day period. Outside toilets will be allowed if they contain a sealed vault capable of being pumped.
  4. No building shall be erected, constructed, placed, altered or retained on any of the said tracts until the plans thereof have
- X

been approved by the Architectural Committee.

All structures shall have an exterior surface of natural wood, masonry, stone or glass, and roof surfaces shall be of fire resistant materials; except that the Architectural Committee may allow the use of other materials for wall and roof purposes, provided such materials are designed and located in harmony with surrounding structures and natural land features.

5. No structure of a temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, except that one camper trailer, motor home, tent or pick-up camper may occupy a tract for a period not to exceed ninety (90) consecutive days during any single calendar year. No platforms, additions or structures around any of the above will be allowed. Each dwelling must be a minimum size of 288 sq. feet outside dimensions.

6. At such time as a permanent dwelling house is built upon the tract, each owner shall be required to construct underground sanitation facilities in conformity with the laws of the State of Wyoming, and the same shall be placed upon each tract so as not to create any unsafe conditions, or create any nuisance to owners of adjoining tracts.

7. Except on tracts which may contain uncontaminated springs, or flowing streams, all water for domestic purposes shall be drawn from drilled wells. Nothing herein contained shall be construed to prevent owners of tracts from constructing common water or sanitation facilities by private agreement, so long as the same meet with these requirements and the sanitation laws of the State of Wyoming.

8. Rubbish, garbage and other waste shall be kept and disposed of in a sanitary manner. No tract or any part thereof, shall be used or maintained as a dumping ground for rubbish. Burning of trash shall be permitted only in containers designed for that purpose and at such a time of year as it shall not constitute a fire hazard in accordance with Albany County, Wyoming, laws.

9. No inoperative automobiles or machinery shall be placed and remain on any of the said tracts for more than 120 days unless stored or parked in a carport, garage, or barn.

10. Nothing shall be done or permitted on any tract which may become annoying or a nuisance to the surrounding area. This shall include, but not be limited to the shooting of fireworks and firearms.

11. All motorized vehicles, trailbikes, and snow machines must stay within the provided easements when passing through private property.

12. Any fences must be approved by the Architectural Control Committee, and must be maintained by the tract owners and must not detract from the architectural structures and natural beauty of the terrain.

13. All owners must be stockholders in Boulder Ridge Estates Association, Inc. and will be subject to the Certificate of Incorporation and By-Laws of said Corporation, and subject to payment of any dues and/or assessments as established by said Corporation.

14. No owner of any tract shall cut down or destroy, or permit the cutting down or destruction of any growing trees on his tract which are more than three inches in diameter when measured one foot from the ground level; excepting that such trees may be removed if their location interferes with placement of permitted improvements on the tract. Dead or diseased trees of any size may be removed.

15. Notwithstanding any laws of the United States of America, or of the State of Wyoming, no owner of any tract, member of his family, or guests, shall at any time attempt the killing or capturing of any wild animals or wild birds upon any tract of land in Boulder Ridge Estates.

16. There shall not exist on any tract at any time more than one single family dwelling.

17. No building or any part thereof, including garages and porches, barns, or other outbuildings, shall be erected on any tract closer than 50 feet to any edge of said tract, without the

prior written consent of the Architectural Control Committee.

18. The elevation of a tract, or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade or surrounding tracts. No timber, rock, gravel, clay, or other minerals shall be removed from any tract in any manner as to materially affect the natural aesthetic value of the tract.

19. Domestic animals and pets (horses, cattle, swine, goats, poultry, or fowl) shall be only kept or permitted on any tract for personal use or enjoyment and not for commercial purposes. They shall be properly fenced and cared for and neither the animals nor their pens, corrals, etc. shall constitute a nuisance or hazard.

20. There are hereby reserved for the purpose of having adequate bridle paths, roadways, and utility easements to serve each tract, a perpetual easement 25 feet in width along each edge of each tract in Boulder Ridge Estates for the purpose of erecting, constructing, and maintaining bridle paths, roadways, and public utility facilities, both underground and overhead.

21. There is hereby established an Architectural Control Committee of three (3) individuals to pass upon plans and other matters as provided in these Covenants. Any decision may be made by the majority of the Committee. The present Committee consists of Harleigh Howerton, Don Benson, and Don Kalinay. In the event of death, resignation, or inability to act of any of the members, the remaining members may select successor members.

22. At least one 20 pound CO<sub>2</sub> dry chemical A B & C fire extinguisher shall be maintained in operating condition in each dwelling. Spark arrestors shall be installed on all chimneys, fireplaces, outdoor barbecues and similar structures.

23. Each of the covenants, conditions, restrictions and reservations set forth herein shall continue to be binding for a period of five years, and automatically shall be continued thereafter for successive periods of five years each; provided, however, that the owners of sixty per cent of the property which is subject to this Declaration may release all of the land so restricted from any one or more of said restrictions at the end of



the first five year period or any successive five year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the County Clerk and Recorder of Albany County, Wyoming, at least one year prior to the expiration of the first five year period or any successive five year period thereafter.

24. If the owner of any tract in Boulder Ridge Estates shall violate any of the covenants or conditions hereinabove set forth, it shall be lawful for any person owning a tract in Boulder Ridge Estates to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants or conditions, and either prevent him from doing so, or to recover damages, including costs and reasonable attorney fees for such violations, or both.

25. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

26. These Restrictions and Protective Covenants supersede the Restrictions and Protective Covenants attached to deeds heretofore executed.

IN WITNESS WHEREOF, the undersigned has heretofore set his hand as of this 8<sup>th</sup> day of Aug., 1994.

(No Corp Seal.)

*Fred C. Waters*

Fred C. Waters, President  
Boulder Ridge Estates Association, Inc.

STATE OF WYOMING )  
                          ) SS.  
COUNTY OF ALBANY )

The foregoing instrument was acknowledged before me by Fred C. Waters, President, this 8<sup>th</sup> day of Aug., 1994.

Witness my hand and official seal.



*Kristina A. Page*  
Notary Public

My commission expires: May 29, 1998